रजिस्ट्री सं० डी० एल० (एन) 04/0007/2003—05 REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 44] नई दिल्ली, अक्तूबर 24—अक्तूबर 30, 2010, शनिवार/कार्तिक 2—कार्तिक 8, 1932
No. 44] NEW DELHI, OCTOBER 24—OCTOBER 30, 2010, SATURDAY/KARTIKA 2—KARTIKA 8, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)
सीमाशुल्क एवं केन्द्रीय उत्पाद शुल्क मुख्य आयुक्त का कार्यालय

कोयंबत्तूर, 16 अगस्त, 2010

संख्या 01/2010-सीमाशुल्क (एन.टी.)

का.आ. 2650.—सीमा शुल्क अधिनियम 1962 की धारा 152 खण्ड (ए) के अंतर्गत जारी भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना सं. 14/2002 कस(एन.टी.) दिनांक 7-3-2002 के साथ पठित यथा संशोधित अधिसूचना सं.33/94 कस (एन.टी.) दिनांक 1-07-1994 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं, ललिता जॉन, मुख्य आयुक्त, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क, कोयंबत्तूर एतद्द्वारा तमिलनाडु राज्य के कोयंबत्तूर जिला के पोल्लाची तालुक के तामरैकुलम राजस्व गांव के "नल्लटिट्पालयम" को सीमाशुल्क अधिनियम, 1962 की धारा 9 के अन्तर्गत भंडागारण स्टेशन घोषित करती हूँ।

[फाइल सी. सं. VIII/40/2/2008-कस (सी.सी.ओ.)]

ललिता जॉन, मुख्य आयुक्त

MINISTRY OF FINANCE
(Department of Revenue)
Office of the Chief Commissioner of Customs & Central Excise

Coimbatore, the 16th August, 2010

No. 1/2010-Customs (N.T.)

S.O. 2650.—In exercise of the powers conferred vide Notification No.33/94-Customs (NT) dated 1st July, 1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi issued under Clause (a) of Section 152 of the Customs Act, 1962 read with Notification No.14/2002 Cus (NT) dated 7-3-2002, as amended, I, Lalitha John, Chief Commissioner of Customs and Central Excise, Coimbatore, hereby declare "Nallattipalayam" of Thamaraikulam revenue village of Pollachi taluk, Coimbatore district in the State of Tamilnadu, to be a Warehousing Station under Section 9 of the Customs Act, 1962.

[File C. No. VIII/40/2/2008-Cus. (C.C.O.)]

LALITHA JOHN, Chief Commissioner

(वित्तीय सेवाएं विभाग)

शुद्धि-पत्र

नई दिल्ली, 20 अक्तूबर, 2010

का.आ. 2651.—भारत के राजपत्र के भाग II खण्ड 3(ii) में प्रकाशित भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग की दिनांक 1 अक्तूबर, 2010 की अधिसूचना सं. 8/14/2009-बी ओ-1 की पंक्ति 5 के शब्दों "अंशकालिक गैर-सरकारी निदेशक" को "सदस्य" शब्द से प्रतिस्थापित किया जाएगा ।

[फा. सं. 8/14/2009-बी ओ-1]

सुमिता डावरा, निदेशक

(Department of Financial Services)

CORRIGENDUM

New Delhi, the 20th October, 2010

S.O. 2651.—In the notification of the Government of India, Ministry of Finance, Department of Financial Services, No.8/14/2009-BO. I dated the 1st October, 2010, published in the Gazette of India, Part II, Section 3, sub-section (ii), in Line 5 for the words "as part-time non-official director on" the words "to be a member of" shall be substituted.

[F. No. 8/14/2009-BO. I]

SUMITA DAWRA, Director

नई दिल्ली, 22 अक्तूबर, 2010

का.आ. 2652.—इस विभाग की दिनांक 10-10-2006 की अधिसूचना संख्या 3-3-2004-आईएफ-I के क्रम में और भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 (1989 का 39) की (6) की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सक्षम प्राधिकारी, श्री राकेश रेवारी (जन्म तिथि 07-08-1951), उप प्रबंध निदेशक, भारतीय लघु उद्योग विकास बैंक (सिडबी) के कार्यकाल को दिनांक 09-10-2010 के आगे और 31-08-2011 अर्थात् उनके द्वारा अधिवर्षिता की आयु प्राप्त करने की तिथि तक की अवधि के लिए और/अथवा अगला आदेश होने तक, जो भी पहले हो, बढ़ाने का अनुमोदन करते हैं ।

[फा. सं. 7/1/2010-बीओ-1 (खंड)]

सुमिता डावरा, निदेशक

New Delhi, the 22nd October, 2010

S.O. 2652.—In continuation of this Department's Notification No. 3/3/2004-IF-I dated 10-10-2006, and in exercise of the powers conferred by clause (b) of sub-section (1) of Section 6 of the Small Industries Development Bank of India Act, 1989 (39 of 1989), the competent authority has approved extension in the tenure of Shri Rakesh Rewari, (DoB 07-08-1951), Deputy Managing Director, Small Industries Development Bank of India (SIDBI) for a period beyond 09-10-2010 upto 31-08-2011 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F. No. 7/1/2010-BO-I (Pt.)]

SUMITA DAWRA, Director

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 26 अक्तूबर, 2010

(आयकर)

का.आ. 2653.—जबकि केन्द्र सरकार ने आयकर अधिनियम, 1961 (1961 का 43) (जिसे इसके बाद उक्त अधिनियम के रूप में संदर्भित किया गया) की धारा 80झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 8 जनवरी, 2008 की का.आ. सं. 51(अ) के तहत भारत के राजपत्र, भाग-II, खंड 3, उपखंड (ii) में प्रकाशित तथा दिनांक 2 जुलाई, 2008 की का.आ. सं. 1605(अ) के तहत संशोधित अधिसूचना द्वारा 1 अप्रैल, 2008 को शुरू होने वाली एवं 31 मार्च, 2009 को समाप्त होने वाली अवधि के लिए औद्योगिक पार्क के लिए एक योजना निर्मित एवं अधिसूचित की है;

और जबकि मैसर्स नौएडा साइबर पार्क प्राइवेट लिमिटेड जिसका पंजीकृत पता 18, राउज एवेन्यू, इंद्रप्रस्थ एस्टेट, नई दिल्ली-110002 में है, ने प्लॉट संख्या सी-28 एवं सी-29, सेक्टर-62, नौएडा, गौतम बुद्ध नगर, उत्तर प्रदेश-201301 में औद्योगिक पार्क विकसित कर रहा है;

अत: अब आयकर नियमावली, 1962 के नियम 18ब के पठित उक्त अधिनियम की धारा 80झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा औद्योगिक पार्क योजना, 2008 के उपबंधों के अधीन रहते हुए केन्द्र सरकार एतद्द्वारा मैसर्स नौएडा साइबर पार्क प्राइवेट लिमिटेड को एक उपक्रम के रूप में तथा उक्त उपक्रम द्वारा सी- 28 एवं सी- 29, सेक्टर-62, नौएडा, गौतम बुद्ध नगर, उत्तर प्रदेश-201301 में विकसित अधिसूचित एवं प्रचालित की जा रही परियोजना को उक्त खंड के प्रयोजनार्थ एक औद्योगिक पार्क के रूप में अधिसूचित करती है ।

2. उपर्युक्त औद्योगिक पार्क को 11 जून, 2010 से विकसित हुआ माना जाएगा ।

3. यह अधिसूचना लागू नहीं होगी यदि यह एक से अधिक औद्योगिक पार्क के अवस्थान के लिए जिसके लिए अधिसूचना पहले ही जारी की जा चुकी है अन्य उपक्रम के नाम पर जारी की जा चुकी है ।

4. केन्द्र सरकार के अनुमोदन के बिना परियोजना की योजना में कोई संशोधन नहीं किया जाएगा ।

[अधिसूचना संख्या 81/2010/फा. सं. 178/59/2009-आ.क.नि.-II]

राजन गोयल, निदेशक, आयकर

(Department of Revenue)

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 26th October, 2010

(Income-tax)

S.O. 2653.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park vide Notification of the Government of India in the Ministry (Department of Revenue, Central Board of Direct Taxes)

published in the Gazette of India, Part-II, Section 3, sub-section (ii) vide number S. O. 51(E), dated the 8th January, 2008 and amended vide number S. O. 1605(E) dated the 2nd July, 2008, for the period beginning on the 1st day of April 2006 and ending on the 31st day of March, 2009;

And whereas, M/s. Noida Cyber Park Private Limited, having its registered address at 18, Rouse Avenue, Kafla House, New Delhi-110 002, has developed an Industrial Park at Plot No. C-28 and C-29, Sector-62, Noida, Gautam Budh Nagar, Uttar Pradesh-201301;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act read with Rule 18C of the Income-tax Rules, 1962, and subject to the provisions of Industrial Park Scheme, 2008, the Central Government hereby notifies M/s. Noida Cyber Park Private Limited, New Delhi, as an undertaking and the project at C-28 and C-29, Sector-62, Noida, Gautam Budh Nagar, Uttar Pradesh-201301, being developed and being maintained and operated by the said undertaking, as an industrial park for the purposes of the said clause.

2. The aforesaid Industrial Park shall be deemed to have been developed on and from the 11th June, 2010.

3. This notification shall not be applicable if it is for a location of the industrial Park for which notification has already been issued in the name of any other undertaking.

4. No amendment of the project plan shall be made without the approval of the Central Government.

[Notification No. 81/2010/F. No. 178/29/2009-ITA-I]

RAMAN CHOPRA, Director-ITA-1

सूचना एवं प्रसारण मंत्रालय

नई दिल्ली, 27 सितंबर, 2010

का.आ. 2654.—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार श्री कोंडीपरथी वेंकट उदय कुमार, 1-8-38/ए, चिक्कड़पल्ली, हैदराबाद-500020 को तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेश होने तक, इनमें से जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है :

[फा. सं. 809/3/2009-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 27th September, 2010

S.O. 2654.—In continuation of Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Kondiparthi Venkata Uday Kumar, 1-8-38/A, Chikkadpally, Hyderabad-500 020 as a member of the Hyderabad Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/3/2009-F (C)]

AMITABH KUMAR, Director (Films)

नई दिल्ली, 27 सितंबर, 2010

का.आ. 2655.—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार निम्नलिखित व्यक्तियों को, तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेश होने तक, इनमें से जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्यों के रूप में नियुक्त करती है :

(i) श्री महेश्वर चौहान, धर हाउस, जिवनू कॉलोनी, कसुमपति, शिमला-171009

(ii) सुश्री राजकुमारी देविना सिंह, 153, प्रिंसेस पार्क, प्लॉट सं. 33, सैक्टर-6, द्वारका, नई दिल्ली-75

[फा. सं. 809/8/2009-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

New Delhi, the 27th September, 2010

S.O. 2655.—In continuation of Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint the following persons as members of the Delhi Advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :

(i) Shri Maheshwer Chauhan, Dhar House, Jiwnu Colony, Kasumpati, Shimla-171009.

(ii) Ms. Rajkumar Devina Singh, 153, Princess Park, Plot No. 33, Sector-6, Dwarka, New Delhi-75.

[F. No. 809/8/2009-F (C)]

AMITABH KUMAR, Director (Films)

नई दिल्ली, 28 सितंबर, 2010

का.आ. 2656.—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम 1983 के नियम 7 व 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार श्री संजय रावल,

लालपुर कॉलोनी, पो. कुण्डा, तहसील-जसपुर, उधमसिंहनगर (उत्तराखंड) को दो वर्षों की अवधि के लिए या अगले आदेशों तक, इनमें से जो भी पहले हो केंद्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है :

[फा. सं. 809/8/2009-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

New Delhi, the 28th September, 2010

S.O. 2656.—In continuation of this Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Sanjay Rawal, Lalpur Colony, P. O. Kunda, Tehsil-Jaspur, Udhamsinghnagar (Uttarakhand) as a member of the Delhi Advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/8/2009-F (C)]

AMITABH KUMAR, Director (Films)

नई दिल्ली, 8 अक्तूबर, 2010

का.आ. 2657.—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के क्रम में और चलचित्र (प्रमाणन) नियम 1983 के नियम 7 व 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार श्री प्रकाश जैन, कला टैक्स, नं. 8, नॉर्थ ईसवरन कोएल, फोर्ट, इरोड-638001 को दो वर्षों की अवधि के लिए या अगले आदेशों तक, इनमें से जो भी पहले हो केंद्रीय फिल्म प्रमाणन बोर्ड के चेन्नै सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है :

[फा. सं. 809/1/2009-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

New Delhi, the 8th October, 2010

S.O. 2657.—In continuation of this Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Prakash Jain, Kala Tex, No. 8, North Easwaran Koil Street, Fort, Erode-638 001 as a member of the Chennai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/1/2009-F (C)]

AMITABH KUMAR, Director (Films)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 16 सितम्बर, 2010

का.आ. 2658.—भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय चिकित्सा परिषद् से परामर्श करके, अर्हता की नामावली में परिवर्तन के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है नामत:--

उक्त अनुसूची में--

(क) मान्यता प्राप्त चिकित्सा अर्हता शीर्षक [इसके बाद कालम (2) के रूप में निर्दिष्ट] के अन्तर्गत "उस्मानिया विश्वविद्यालय, हैदराबाद" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:—

(2)	(3)
डॉक्टर ऑफ मेडिसिन (विकीरण/विकीरण निदान)	एम डी (विकीरण/विकीरण निदान) (यह वर्ष 1980 अथवा उसके बाद गांधी मेडिकल कालेज, हैदराबाद, आन्ध्र प्रदेश में प्रशिक्षित) किए जा रहे विद्यार्थियों के संबंध में, उस्मानिया विश्वविद्यालय, हैदराबाद द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।

(ख) मान्यता प्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "आन्ध्र प्रदेश स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

(2)	(3)
डॉक्टर ऑफ मेडिसिन (विकीरण/विकीरण निदान)	एम डी (विकीरण/विकीरण निदान) (यह वर्ष 1980 अथवा उसके बाद गांधी मेडिकल कालेज, हैदराबाद, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, आन्ध्र प्रदेश स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ग) मान्यताप्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डॉक्टर ऑफ मेडिसिन (विकीरण/विकीरण निदान)	एम डी (विकीरण/विकीरण निदान) (यह वर्ष 1980 अथवा उसके बाद गांधी मेडिकल कालेज, हैदराबाद, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
सर्जरी में निष्णात (कान, नाक एवं गला)	एमएस (ईएनटी) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
लैरिन्गोलोजी एवं औटोलोजी में डिप्लोमा	डीएलओ (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
सर्जरी में निष्णात (जनरल सर्जरी)	एमएस (जनरल सर्जरी) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
सर्जरी में निष्णात (हड्डी रोग विज्ञान)	एमएस (ओर्थो.) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
सर्जरी में निष्णात (नेत्र रोग विज्ञान)	एमएस (ओप्थ.) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित) किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(2)	(3)
डॉक्टर ऑफ मेडिसिन (बाल रोग विज्ञान)	एमडी (बाल रोग विज्ञान) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (विकीरण निदान)	एमडी (रेडियो निदान) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (संज्ञाहरण रोग विज्ञान)	एमडी (संज्ञाहरण रोग विज्ञान) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (क्षयरोग/पुल्मोनेरी मेडिसिन)	एमडी (क्षयरोग/पुल्मोनेरी मेडिसिन) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (मनशिचिकित्सीय)	एमडी (मनशिचिकित्सीय) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)	एमडी (जनरल मेडिसिन) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में, डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (बायोकैमिस्ट्री)	एमडी (बायोकैमिस्ट्री) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (माइक्रोबायोलोजी)	एमडी (माइक्रोबायोलोजी) (यह मई 2010 अथवा उसके बाद एलूरी सितारामा राजू आयुर्विज्ञान एकेडमी, एलूरा, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(2)	(3)
डॉक्टर ऑफ मेडिसिन (फार्माकोलोजी)	एमडी (फार्माकोलोजी) (यह मई 2010 अथवा उसके बाद कामीनेनी आयुर्विज्ञान संस्थान, नारकेटपल्ली, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (रेडियो निदान)	एमडी (रेडियो निदान) (यह मई 2010 अथवा उसके बाद कामीनेनी आयुर्विज्ञान संस्थान, नारकेटपल्ली, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (मनोचिकित्सा)	एमडी (मनोचिकित्सा) (यह मई 2010 अथवा उसके बाद एसवीएस मेडिकल कालेज , महबूबनगर, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (बायोकैमिस्ट्री)	एमडी (बायोकैमिस्ट्री) (यह मई 2010 अथवा उसके बाद एसवीएस मेडिकल कालेज, महबूबनगर, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
सर्जरी में निष्णात (हड्डी रोग विज्ञान)	एमएस (ओर्थो.) (यह मई 2010 अथवा उसके बाद एसवीएस मेडिकल कालेज, महबूबनगर, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
लैरिन्गोलोजी एवं ओटोलोजी में डिप्लोमा	डीएलओ (यह मई 2010 अथवा उसके बाद एसवीएस मेडिकल कालेज, महबूबनगर, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मेडिकल रेडियो निदान में डिप्लोमा	डीएमआरडी (यह मई 2010 अथवा उसके बाद एसवीएस मेडिकल कालेज, महबूबनगर, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
सर्जरी में निष्णात (जनरल सर्जरी)	एमएस (जनरल सर्जरी) (यह जून 2009 अथवा उसके बाद डेक्कन आयुर्विज्ञान महाविद्यालय, हैदराबाद, आन्ध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(2)	(3)

(घ) मान्यताप्राप्त चिकित्सा अर्हता शीर्षक [इसके बाद कालम (2) के रूप में निर्दिष्ट] के अन्तर्गत "श्री वेंकटेश्वर आयुर्विज्ञान संस्थान (मानद विश्वविद्यालय), तिरूपति" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डॉक्टर ऑफ मेडिसिन (बायोकैमिस्ट्री)	एमडी (बायोकैमिस्ट्री) [यह मई 2010 अथवा उसके बाद श्री वेंकटेश्वर आयुर्विज्ञान संस्थान तिरूपति में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री वेंकटेश्वर आयुर्विज्ञान संस्थान (मानद विश्वविद्यालय), तिरूपति द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी] ।

(ङ) मान्यताप्राप्त चिकित्सा अर्हता शीर्षक [इसके बाद कालम (2) के रूप में निर्दिष्ट] के अन्तर्गत "बी.एन. मंडल विश्वविद्यालय बिहार" के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डॉक्टर ऑफ मेडिसिन (सामुदायिक मेडिसिन)	एमडी (सामुदायिक मेडिसिन) (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (फिजियोलोजी)	एमडी (फिजियोलोजी) (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (फार्माकोलोजी)	एमडी (फार्माकोलोजी) (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (पैथोलोजी)	एमडी (पैथोलोजी) (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
क्लिनिकल पैथोलोजी में डिप्लोमा	डीसीपी (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (एन्सथीसिया)	एमडी (एन्सथीसिया) (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(2)	(3)
एन्सथीसिया में डिप्लोमा	डीए (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
सर्जरी में निष्णात (हड्डीरोग विज्ञान)	एमएस (हड्डीरोग विज्ञान) (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
हड्डीरोग विज्ञान में डिप्लोमा	डी. ओर्थो. (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
डॉक्टर ऑफ मेडिसिन (एनाटॉमी)	एमडी (एनाटॉमी) (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
डॉक्टर ऑफ मेडिसिन (बाल रोग विज्ञान)	एमडी (बाल रोग विज्ञान) (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
बाल स्वास्थ्य में डिप्लोमा	डीसीएच (यह अप्रैल 2010 अथवा उसके बाद कटिहार मेडिकल कालेज, कटिहार, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
सर्जरी में निष्णात (जनरल सर्जरी)	एमएस (जनरल सर्जरी) (यह अप्रैल 2010 अथवा उसके बाद माता गुजरी मेडिकल कालेज, किशनगंज, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
सर्जरी में निष्णात (प्रसूति एवं स्त्रीरोग विज्ञान)	एमएस (ओबीजी) (यह अप्रैल 2010 अथवा उसके बाद माता गुजरी मेडिकल कालेज, किशनगंज, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
डॉक्टर ऑफ मेडिसिन (बायोकैमिस्ट्री)	एमडी (बायोकैमिस्ट्री) (यह अप्रैल 2010 अथवा उसके बाद माता गुजरी मेडिकल कालेज, किशनगंज, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।

(2)	(3)
डॉक्टर ऑफ मेडिसिन (बालरोग विज्ञान)	एमडी (बालरोग विज्ञान) (यह अप्रैल 2010 अथवा उसके बाद माता गुजरी मेडिकल कालेज, किशनगंज, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
सर्जरी में निष्णात (कान, नाक एवं गला)	एमएस (ईएनटी) (यह अप्रैल 2010 अथवा उसके बाद माता गुजरी मेडिकल कालेज, किशनगंज, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)	एमडी (जनरल मेडिसिन) (यह अप्रैल 2010 अथवा उसके बाद माता गुजरी मेडिकल कालेज, किशनगंज, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
एनस्थीसिया में डिप्लोमा	डीए (यह मई, 2010 अथवा उसके बाद माता गुजरी मेडिकल कालेज, किशनगंज, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
डॉक्टर ऑफ मेडिसिन (माइक्रोबायोलोजी)	एमडी (माइक्रोबायोलोजी) (यह अप्रैल 2010 अथवा उसके बाद माता गुजरी मेडिकल कालेज, किशनगंज, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
डॉक्टर ऑफ मेडिसिन (डर्माटोलोजी, वेनेरोलोजी एवं लेप्रोजी)	एमडी (डीवीएल) (यह मई 2010 अथवा उसके बाद माता गुजरी मेडिकल कालेज, किशनगंज, बिहार में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बी.एन. मंडल विश्वविद्यालय, मधेपुरा, बिहार द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।

(च) मान्यताप्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "गुरू गोविन्द सिंह विश्वविद्यालय, दिल्ली" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

लैरिंगोलोजी एवं ओटोलोजी में डिप्लोमा	डीएलओ (यह मई, 2010 अथवा उसके बाद स्नातकोत्तर चिकित्सा शिक्षा एवं अनुसंधान संस्थान, डा. आरएमएल अस्पताल, नई दिल्ली में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में गुरू गोविन्द सिंह इन्द्रप्रस्थ विश्वविद्यालय, दिल्ली द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।

(छ) मान्यताप्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "गुजरात विश्वविद्यालय" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

(2)	(3)
डॉक्टर ऑफ मेडिसिन/सर्जरी मे निष्णात (एनाटोमी)	एमडी/एमएस(एनाटॉमी) (यह वर्ष 1974 अथवा उसके बाद श्रीमती एनएचएल नगर निगम मेडिकल कालेज, अहमदाबाद में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में गुजरात विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ज) मान्यता प्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "सौराष्ट्र विश्वविद्यालय, गुजरात" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डॉक्टर ऑफ मेडिसिन (फिजियोलोजी)	एमडी (फिजियोलोजी) (यह मई, 2010 अथवा उसके बाद पं. दीन दयाल उपाध्याय मेडिकल कालेज, राजकोट, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में सौराष्ट्र विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (पैथोलोजी)	एमडी (पैथोलोजी) (यह मई, 2010 अथवा उसके बाद सी.यू. शाह मेडिकल कालेज, सुरेन्द्रनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में सौराष्ट्र विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(झ) मान्यता प्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "भावनगर विश्वविद्यालय, गुजरात" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डॉक्टर ऑफ मेडिसिन (फार्माकोलोजी)	एमडी (फार्माकोलोजी) (यह अप्रैल, 2010 अथवा उसके बाद सरकारी मेडिकल कालेज, भावनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में भावनगर विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
सर्जरी में निष्णात (कान, नाक एवं गला)	एमएस (ईएनटी) (यह मार्च, 2010 अथवा उसके बाद सरकारी मेडिकल कालेज, भावनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में भावनगर विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (बायोकैमिस्ट्री)	एमडी (बायोकैमिस्ट्री) (यह अप्रैल, 2010 अथवा उसके बाद सरकारी मेडिकल कालेज, भावनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में भावनगर विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
एनस्थीसिया में डिप्लोमा	डीए (यह अप्रैल, 2010 अथवा उसके बाद सरकारी मेडिकल कालेज, भावनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में भावनगर विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (डर्माटोलोजी, वेनेरोलोजी एवं लेप्रोजी)	एमडी (डीवीएल) (यह अप्रैल, 2010 अथवा उसके बाद सरकारी मेडिकल कालेज, भावनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में भावनगर विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डर्माटोलोजी, वेनेरोलोजी एवं लेप्रोजी में डिप्लोमा	(डीडीवीएल) (यह अप्रैल, 2010 अथवा उसके बाद सरकारी मेडिकल कालेज, भावनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में भावनगर विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(2)	(3)
डॉक्टर ऑफ मेडिसिन (मनश्चिकित्सीय)	एमडी (मनश्चिकित्सीय) (यह मार्च, 2010 अथवा उसके बाद सरकारी मेडिकल कालेज, भावनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में भावनगर विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मनोचिकित्सीय मेडिसिन में डिप्लोमा	डीपीएम (यह मार्च, 2010 अथवा उसके बाद सरकारी मेडिकल कालेज, भावनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में भावनगर विश्वविद्यालय, गुजरात द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ञ) मान्यता प्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय बंगलौर" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

मास्टर आफ सर्जरी (जनरल सर्जरी)	एमएस (जनरल सर्जरी) (यह अक्तूबर, 2006 में अथवा उसके बाद अल-अमीन मेडिकल कालेज, बीजापुर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन (फारेन्सिक मेडिसिन)	एमडी (फारेन्सिक मेडिसिन) (यह नवंबर, 2006 में अथवा उसके बाद अल-अमीन मेडिकल कालेज, बीजापुर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मास्टर ऑफ सर्जरी (शरीर रचना विज्ञान)	एमएस (शरीर रचना विज्ञान) (यह 2001 में अथवा उसके बाद अल-अमीन मेडिकल कालेज, बीजापुर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डॉक्टर ऑफ मेडिसिन/मास्टर आफ सर्जरी (प्रसूति विज्ञान एवं स्त्रीरोग विज्ञान)	एमडी/एमएस (प्रसूति विज्ञान एवं स्त्रीरोग विज्ञान) (यह मई, 2010 में अथवा उसके बाद एमवीजे मेडिकल कालेज और अनुसंधान अस्पताल, बंगलौर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
प्रसूति विज्ञान एवं स्त्रीरोग विज्ञान में डिप्लोमा	डीजीओ (यह मई, 2010 में अथवा उसके बाद एमवीजे मेडिकल कालेज और अनुसंधान अस्पताल, बंगलौर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
नेत्र विज्ञान में डिप्लोमा	डीओ (यह मई, 2010 में अथवा उसके बाद एमवीजे मेडिकल कालेज और अनुसंधान अस्पताल, बंगलौर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(2)	(3)
बाल स्वास्थ्य में डिप्लोमा	डीसीएच (यह मई, 2010 में अथवा उसके बाद एमवीजे मेडिकल कालेज और अनुसंधान अस्पताल, बंगलौर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मनश्चिकित्सीय मेडिसिन में डिप्लोमा	डीपीएम (यह मई, 2010 में अथवा उसके बाद एमवीजे मेडिकल कालेज और अनुसंधान अस्पताल, बंगलौर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
अस्थिरोग-विज्ञान में डिप्लोमा	डी. अस्थिरोग-विज्ञान (यह मई, 2010 में अथवा उसके बाद एमवीजे मेडिकल कालेज और अनुसंधान अस्पताल, बंगलौर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डाक्टर ऑफ मेडिसिन (रेडियो निदान)	एम डी (रेडियो निदान) (यह मई, 2010 में अथवा उसके बाद के. एस. हेगड़े मेडिकल अकादमी, मंगलौर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
मास्टर ऑफ सर्जरी (नेत्र-विज्ञान)	एम एस (नेत्र-विज्ञान) (यह मई, 2010 में अथवा उसके बाद के. एस. हेगड़े मेडिकल अकादमी, मंगलौर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) । .
मास्टर ऑफ सर्जरी (अस्थिरोग-विज्ञान)	एम एस (अस्थिरोग-विज्ञान) (यह मई, 2010 में अथवा उसके बाद के. एस. हेगड़े मेडिकल अकादमी, मंगलौर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ट) मान्यता प्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "कश्मीर विश्वविद्यालय" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डॉक्टर ऑफ मेडिसिन (त्वचा विज्ञान/चर्मरोग विज्ञान, यौनरोग विज्ञान और कुष्ठ रोग)	एमडी (त्वचा विज्ञान/चर्मरोग विज्ञान और कुष्ठ रोग) (यह वर्ष 1990 में अथवा उसके बाद राजकीय मेडिकल कालेज, श्रीनगर, जम्मू और कश्मीर में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में कश्मीर विश्वविद्यालय, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
त्वचा विज्ञान/चर्मरोग विज्ञान, यौनरोग विज्ञान और कुष्ठ रोग में डिप्लोमा)	डीडीवीएल (यह वर्ष 1989 में अथवा उसके बाद राजकीय मेडिकल कालेज, श्रीनगर, जम्मू और कश्मीर में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में कश्मीर विश्वविद्यालय, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ठ) मान्यताप्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "इलाहाबाद विश्वविद्यालय" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डाक्टर ऑफ मेडिसिन (फोरेन्सिक मेडिसिन)	एम डी (फोरेन्सिक मेडिसिन) (यह वर्ष 1978 में अथवा उसके बाद एमएलएन मेडिकल कालेज, इलाहाबाद में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में इलाहाबाद विश्वविद्यालय द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ड) मान्यताप्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "छत्रपति शाहूजी महाराज मेडिकल कालेज विश्वविद्यालय, लखनऊ" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डाक्टर ऑफ मेडिसिन (फोरेन्सिक मेडिसिन)	एम डी (फोरेन्सिक मेडिसिन) (यह वर्ष 1978 में अथवा उसके बाद एमएलएन मेडिकल कालेज, इलाहाबाद में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में छत्रपति शाहूजी महाराज मेडिकल कालेज विश्वविद्यालय, लखनऊ द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।
डाक्टर ऑफ मेडिसिन (फोरेन्सिक मेडिसिन)	एम डी (फोरेन्सिक मेडिसिन) (यह वर्ष 1953 में अथवा उसके बाद के.जी. मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में छत्रपति शाहूजी महाराज मेडिकल कालेज विश्वविद्यालय, लखनऊ द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ढ) मान्यताप्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "लखनऊ विश्वविद्यालय" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डाक्टर आफ मेडिसिन (फोरेन्सिक मेडिसिन)	एम डी (फोरेन्सिक मेडिसिन) (यह वर्ष 1953 में अथवा उसके बाद के.जी. मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में लखनऊ विश्वविद्यालय, लखनऊ द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

(ण) मान्यताप्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "किंग जॉर्ज मेडिकल कालेज विश्वविद्यालय, लखनऊ" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:-

डाक्टर ऑफ मेडिसिन (फोरेन्सिक मेडिसिन)	एम डी (फोरेन्सिक मेडिसिन) (यह वर्ष 1953 में अथवा उसके बाद के.जी. मेडिकल कालेज, लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में लखनऊ में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में लखनऊ विश्वविद्यालय, लखनऊ द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी) ।

सभी के लिए टिप्पणी :

1. स्नातकोत्तर पाठ्यक्रम के लिए स्वीकृत मान्यता 5 वर्ष की अधिकतम अवधि के लिए होगी जिसके बाद इसकी पुनरीक्षा की जाएगी ।

2. उप-धारा 4 में अपेक्षित अनुसार मान्यता को समय पर नवीकरण नहीं कराने के फलस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रमों में निरपवाद रूप से दाखिला बन्द हो जाएगा ।

[सं. यू. 12012/173/2010-एमई (पी. II)]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 16th September, 2010

S.O. 2658.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change of nomenclature of the qualification namely:—

In the said Schedule—

(a) against "Osmania University, Hyderabad" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

2	3
"Doctor of Medicine (Radiology/Radio Diagnosis)"	MD (Radiology/Radio Diagnosis) (This shall be a recognized medical qualification when granted by Osmania University, Hyderabad in respect of students being trained at Gandhi Medical College, Hyderabad, Andhra Pradesh on or after 1980.)

(b) against "Andhra Pradesh University, of Health Sciences, Vijayawada" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

"Doctor of Medicine (Radiology/Radio Diagnosis)"	MD (Radiology/Radio Diagnosis) (This shall be a recognized medical qualification when granted by Andhra Pradesh University of Health Sciences, Vijayawada in respect of students being trained at Gandhi Medical College, Hyderabad, Andhra Pradesh on or after 1980.)

(c) against "Dr. NTR University, of Health Sciences, Vijayawada" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

"Doctor of Medicine (Radiology/Radio Diagnosis)"	MD (Radiology/Radio Diagnosis) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Gandhi Medical College, Hyderabad, Andhra Pradesh on or after 1980).
"Master of Surgery (Ear, Nose and Throat)"	MS (ENT) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Diploma in Laryngology and Otology"	DLO (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Master of Surgery (General Surgery)"	MS (General Surgery) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).

2	3
"Master of Surgery (Orthopaedics)"	MS (Ortho.) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Master of Surgery (Ophthalmology)"	MS (Ophth.) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (Paediatrics)"	MD (Paed.) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (Radio Diagnosis)"	MD (Radio Diagnosis) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (Anaesthesia)"	MD (Anaesth.) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010.)
"Doctor of Medicine (Tuberculosis/Pulmonary Medicine)"	MD (TB/Pulmonary Medicine) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of the students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (Psychiatry)"	MD (Psychiatry) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (Biochemistry)"	MD (Biochemistry) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of the students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010.)

2	3
"Doctor of Medicine (Microbiology)"	MD (Microbiology) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Alluri Sitarama Raju Academy of Medical Sciences, Eluru, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (Pharmacology)"	MD (Pharmacology) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Kamineni Institute of Medical Sciences, Narketpally, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (Radio Diagnosis)"	MD (Radio Diagnosis) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Kamineni Institute of Medical Sciences, Narketpally, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (Psychiatry)"	MD (Psychiatry) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at SVS Medical College, Mahabubnagar, Andhra Pradesh on or after May, 2010).
"Doctor of Medicine (Biochemistry)"	MD (Biochemistry) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at SVS Medical College, Mahabubnagar, Andhra Pradesh on or after May, 2010).
"Master of Surgery (Orthopaedics)"	MS (Ortho.) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at SVS Medical College, Mahabubnagar, Andhra Pradesh on or after May, 2010).
"Diploma in Laryngology & Otology"	DLO (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at SVS Medical College, Mahabubnagar, Andhra Pradesh on or after May, 2010).
"Diploma in Medical Radio Diagnosis"	DMRD (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at SVS Medical College, Mahabubnagar, Andhra Pradesh on or after May, 2010).
"Master of Surgery (General Surgery)"	MS(General Surgery) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Deccan College of Medical Sciences, Hyderabad, Andhra Pradesh on or after June, 2009).

(d) against "Sri Venkateswara Institute of Medical Sciences (Deemed University), Tirupati" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

2	3
"Doctor of Medicine (Biochemistry)"	MD(Biochemistry) (This shall be a recognised medical qualification when granted by Sri Venkateswara Institute of Medical Sciences (Deemed University), Tirupati in respect of students being trained at Sri Venkateswara Institute of Medical Sciences, Tirupati on or after May, 2010).

(e) against "B.N. Mandal University, Bihar" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

"Doctor of Medicine (Community Medicine)"	MD(Community Medicine) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Doctor of Medicine (Physiology)"	MD(Physiology) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Doctor of Medicine (Pharmacology)"	MD(Pharmacology) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Doctor of Medicine (Pathology)"	MD(Pathology) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Diploma in Clinical Pathology"	D C P (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Doctor of Medicine (Anaesthesia)"	MD(Anaesthesia) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Diploma in Anaesthesia"	DA (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).

2	3
"Master of Surgery(Orthopaedics)"	MS(Orthopaedics) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Diploma in Orthopaedics"	D. Ortho. (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Doctor of Medicine (Anatomy)"	MD(Anatomy) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Doctor of Medicine (Paediatrics)"	MD(Paediatrics) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Diploma in Child Health"	DCH (This shall be a recognised medical qualification when granted by B.N. Mandal University, Madhepura, Bihar in respect of students being trained at Katihar Medical College, Katihar, Bihar on or after April, 2010).
"Master of Surgery(General Surgery)"	MS(General Surgery) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Bihar in respect of students being trained at Mata Gujri Medical College, Kishanganj, Bihar on or after April, 2010).
"Master of Surgery(Obstetrics & Gynaecology)"	MS(OBG) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Bihar in respect of students being trained at Mata Gujri Medical College, Kishanganj, Bihar on or after April, 2010).
"Master of Medicine(Biochemistry)"	MD(Biochemistry) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Bihar in respect of students being trained at Mata Gujri Medical College, Kishanganj, Bihar on or after April, 2010).
"Doctor of Medicine(Paediatrics)"	MD(Paediatrics) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Bihar in respect of students being trained at Mata Gujri Medical College, Kishanganj, Bihar on or after April, 2010).

2	3
"Master of Surgery(Ear, Nose & Throat)"	MS(ENT) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Bihar in respect of students being trained at Mata Gujri Medical College, Kishanganj, Bihar on or after April, 2010).
"Doctor of Medicine(General Medicine)"	MD(General Medicine) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Bihar in respect of students being trained at Mata Gujri Medical College, Kishanganj, Bihar on or after April, 2010.)
"Diploma in Anaesthesia"	DA (This shall be a recognised medical qualification when granted by B.N. Mandal University, Bihar in respect of students being trained at Mata Gujri Medical College, Kishanganj, Bihar on or after May, 2010.)
"Doctor of Medicine(Microbiology)"	MD(Microbiology) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Bihar in respect of students being trained at Mata Gujri Medical College, Kishanganj, Bihar on or after April, 2010.)
"Doctor of Medicine(Dermatology, Venerology & Leprosy)"	MD(DVL) (This shall be a recognised medical qualification when granted by B.N. Mandal University, Bihar in respect of students being trained at Mata Gujri Medical College, Kishanganj, Bihar on or after May, 2010.)

(f) against "Guru Gobind Singh Indraprastha University, Delhi" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

2	3
"Diploma of Laryngology & Otology"	D L O (This shall be a recognised medical qualification when granted by Guru Gobind Singh Indraprastha University, Delhi in respect of students being trained at Postgraduate Institute of Medical Education & Research Dr. RML Hospital, New Delhi on or after May, 2010.)

(g) against "Gujarat University" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

2	3
"Doctor of Medicine/Master of Surgery (Anatomy)"	MD/MS(Anatomy) (This shall be a recognised medical qualification when granted by Gujarat University, in respect of students being trained at Smt. NHL Municipal Medical College, Ahmedabad on or after 1974.)

(h) against "Saurashtra University, Gujarat" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

2	3
"Doctor of Medicine(Physiology)"	MD(Physiology) (This shall be a recognised medical qualification when granted by Saurashtra University, Gujarat in respect of students being trained at Pt. Deen Dayal Upadhyay Medical College, Rajkot, Gujarat on or after May, 2010.)
"Doctor of Medicine(Pathology)"	MD(Pathology) (This shall be a recognised medical qualification when granted by Saurashtra University, Gujarat in respect of students being trained at C.U. Shah Medical College, Surenderanagar, Gujarat on or after May, 2010.)

(i) against "Bhavnagar University, Bhavnagar, Gujarat" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

2	3
"Doctor of Medicine(Pharmacology)"	MD(Pharmacology) (This shall be a recognised medical qualification when granted by Bhavnagar University, Bhavnagar, Gujarat in respect of students being trained at Govt. Medical College, Bhavnagar, Gujarat on or after April, 2010.)
"Master of Surgery(Ear, Nose & Throat)"	MS(ENT) (This shall be a recognised medical qualification when granted by Bhavnagar University, Bhavnagar, Gujarat in respect of students being trained at Govt. Medical College, Bhavnagar, Gujarat on or after April, 2010.)
"Doctor of Medicine(Biochemistry)"	MD(Biochemistry) (This shall be a recognised medical qualification when granted by Bhavnagar University, Bhavnagar, Gujarat in respect of students being trained at Govt. Medical College, Bhavnagar, Gujarat on or after April, 2010.)
"Diploma in Anaesthesia"	DA (This shall be a recognised medical qualification when granted by Bhavnagar University, Bhavnagar, Gujarat in respect of students being trained at Govt. Medical College, Bhavnagar, Gujarat on or after April, 2010.)
"Doctor of Medicine(Dermatology, Venerology & Liprosy)"	MD(DVL) (This shall be a recognised medical qualification when granted by Bhavnagar University, Bhavnagar, Gujarat in respect of students being trained at Govt. Medical College, Bhavnagar, Gujarat on or after April, 2010.)
"Diploma in Dermatology, Venerology & Leprosy"	DDVL (This shall be a recognised medical qualification when granted by Bhavnagar University, Bhavnagar, Gujarat in respect of students being trained at Govt. Medical College, Bhavnagar, Gujarat on or after April, 2010.)

2	3
"Doctor of Medicine (Psychiatry)"	MD(Psychiatry) (This shall be a recognised medical qualification when granted by Bhavnagar University, Bhavnagar, Gujarat in respect of students being trained at Govt. Medical College, Bhavnagar, Gujarat on or after March, 2010.)
"Diploma in Psychological Medicine"	DPM (This shall be a recognised medical qualification when granted by Bhavnagar University, Bhavnagar, Gujarat in respect of students being trained at Govt. Medical College, Bhavnagar, Gujarat on or after March, 2010.)

(j) against "Rajiv Gandhi University of Health Sciences, Bangalore" under the heading 'Recognised Medical Qualifications' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

2	3
"Master of Surgery(General Surgery)"	MS(General Surgery) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Al-Ameen Medical College, Bijapur, Karnataka on or after October, 2006.)
"Doctor of Medicine(Forensic Medicine)"	MD(Forensic Medicine) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Al-Ameen Medical College, Bijapur, Karnataka on or after November, 2006.)
"Master of Surgery(Anatomy)"	MS(Anatomy) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Al-Ameen Medical College, Bijapur, Karnataka on or after 2001.)
"Doctor of Medicine/Master of Surgery(Obstetrics & Gynaecology)"	MD/MS(OBG) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at MVJ Medical College & Research Hospital, Bangalore, Karnataka on or after May, 2010.)
"Diploma in Obstetrics & Gynaecology"	DGO (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at MVJ Medical College & Research Hospital, Bangalore, Karnataka on or after May, 2010.)
"Diploma in Ophthalmology"	DO (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at MVJ Medical College & Research Hospital, Bangalore, Karnataka on or after May, 2010.)

2	3
"Diploma in Child Health"	DCH (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at MVJ Medical College & Research Hospital, Bangalore, Karnataka on or after May, 2010.)
"Diploma in Psychological Medicine"	DPM (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at MVJ Medical College & Research Hospital, Bangalore, Karnataka on or after May, 2010.)
"Diploma in Orthopaedic"	D. Ortho. (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at MVJ Medical College & Research Hospital, Bangalore, Karnataka on or after May, 2010.)
"Doctor of Medicine (Radio Diagnosis)"	MD (Radio Diagnosis) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at K. S. Hegde Medical Academy, Mangalore, Karnataka on or after May, 2010.)
"Master of Surgery (Ophthalmology)"	MS (Ophthalmology) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at K. S. Hegde Medical Academy, Mangalore, Karnataka on or after May, 2010.)
"Master of Surgery (Orthopaedics)"	MS (Orthopaedics) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at K. S. Hegde Medical Academy, Mangalore, Karnataka on or after May, 2010.)

(k) against "Kashmir University" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

"Doctor of Medicine (Dermatology/Dermatology, Venereology & Leprosy)"	MD (Dermatology/DVL) (This shall be a recognised medical qualification when granted by Kashmir University in respect of students being trained at Govt. Medical College, Srinagar, J & K on or after 1990.)
"Doctor of Dermatology, Venereology & Leprosy"	DDVL (This shall be a recognised medical qualification when granted by Kashmir University in respect of students being trained at Govt. Medical College, Srinagar, J & K on or after 1989.)

(l) against "Allahabad University" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

2	3
"Doctor of Medicine (Forensic Medicine)"	MD (Forensic Medicine) (This shall be a recognised medical qualification when granted by Allahabad University in respect of students being trained at M. L. N. Medical College, Allahabad, on or after 1978.)

(m) against "Chhatrapati Shahuji Maharaj Medical University, Lucknow" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

"Doctor of Medicine (Forensic Medicine)"	MD (Forensic Medicine) (This shall be a recognised medical qualification when granted by Chhatrapati Shahuji Maharaj Medical University, Lucknow in respect of students being trained at M. L. N. Medical College, Allahabad, on or after 1978.)
"Doctor of Medicine (Forensic Medicine)"	MD (Forensic Medicine) (This shall be a recognised medical qualification when granted by Chhatrapati Shahuji Maharaj Medical University, Lucknow in respect of students being trained at M. L. N. Medical College, Lucknow on or after 1953.)

(n) against "Lucknow University" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

"Doctor of Medicine (Forensic Medicine)"	MD (Forensic Medicine) (This shall be a recognised medical qualification when granted by Lucknow University, Lucknow in respect of students being trained at K.G. Medical College, Lucknow, on or after 1953.)

(o) against "King George Medical University, Lucknow" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

"Doctor of Medicine(Forensic Medicine)"	MD(Forensic Medicine) (This shall be a recognised medical qualification when granted by King George Medical University, Lucknow in respect of students being trained at K. G. Medical College, Lucknow on or after 1953.)

Note to all:
1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U-12012/173/2010-ME (P-II)]
ANITA TRIPATHI, Under Secy.

नई दिल्ली, 23 सितम्बर, 2010

का.आ. 2659.—भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय चिकित्सा परिषद् से परामर्श करके, अर्हता नामावली में परिवर्तन के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है नामत:

मान्यताप्राप्त चिकित्सा अर्हता शीर्षक के अंतर्गत "एम. जे. पी. रोहिलखंड विश्वविद्यालय, बरेली, उत्तर प्रदेश" (कॉलम 2 में) के सामने पंजीकरण के लिए संक्षिप्त रूप कॉलम (3) के शीर्षक के अंतर्गत उक्त प्रथम अनुसूची में निम्नलिखित को अंतर्विष्ट किया जाएगा, नामत:—

2	3
"बैचलर ऑफ मेडिसिन तथा बैचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह वर्ष फरवरी, 2010 में अथवा उसके बाद श्री राम मूर्ति स्मारक चिकित्सा विज्ञान संस्थान, बरेली, उत्तर प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में एम. जे. पी. रोहिलखंड विश्वविद्यालय, बरेली, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

[सं. यू-12012/110/2004-एम ई (पी-II)]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 23rd September, 2010

S.O. 2659.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

[In the said First Schedule against "M.J.P. Rohilkhand University, Bareilly, Uttar Pradesh" under the heading 'Recognised Medical Qualification' in column (2)], and under the heading 'Abbreviation for Registration' [in column (3)], the following shall be inserted, namely :—

2	3
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by M.J.P. Rohilkhand University, Bareilly, Uttar Pradesh on or after February, 2010 in respect of students trained at Shri Ram Murti Smarak Institute of Medical Sciences, Bareilly, Uttar Pradesh.)

[No. U. 12012/110/2004-ME(P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2660.—भारतीय चिकित्सा परिषद अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है नामत:

2. कामिनेनी दंत चिकित्सा विज्ञान संस्थान के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों की मान्यता के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 50 के सामने मौजूद कॉलम 2 तथा 3 की प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :–

2	3
"दन्त शल्य चिकित्सा स्नातकोत्तर	
(i) पीरियोडोंटिक्स (यदि दिनांक 29-4-2010 के अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (पीरियो.) डा. एनटीआर स्वास्थ्य विश्वविद्यालय, विजयवाड़ा
(ii) प्रस्थोडोंटिक्स (यदि दिनांक 29-4-2010 के अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (प्रोस्थो.) डा. एनटीआर स्वास्थ्य विश्वविद्यालय, विजयवाड़ा
(iii) ओरल एण्ड मेक्सिलोफेसियल सर्जरी (यदि दिनांक 29-4-2010 के अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (ओरल एण्ड मेक्सिलोफेसियल सर्जरी) डा. एनटीआर स्वास्थ्य विश्वविद्यालय, विजयवाड़ा
(iv) कंजर्वेटिव डोंटिस्ट्री एण्ड इंडोडोंटिक्स (यदि दिनांक 29-4-2010 के अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (कंज.डेंट.) डा. एनटीआर स्वास्थ्य विश्वविद्यालय, विजयवाड़ा
(v) आर्थोडोंटिक्स (यदि दिनांक 29-4-2010 के अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (आर्थो.) डा. एनटीआर स्वास्थ्य विश्वविद्यालय, विजयवाड़ा
[illegible] (यदि दिनांक 29-4-2010 के अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (पेडो.) डा. एनटीआर स्वास्थ्य विश्वविद्यालय, विजयवाड़ा

2	3
(vii) ओरल मेडिसन एंड रेडियोलाजी (यदि दिनांक 29-4-2010 के अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (ओरल मेडिसन) डा. एनटीआर स्वास्थ्य विश्वविद्यालय, विजयवाड़ा"

[सं. वी.-12017/52/2006-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 24th September, 2010

S.O. 2660.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against VII of Serial No. 50, in respect of Kamineni Institute of Dental Sciences, Nalgonda, Andhra Pradesh, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder :—

2		3
"Master of Dental Surgery		
(i)	Periodontics (if granted on or after 29-04-2010)	MDS (Perio.), Dr. NTR University of Health Sciences, Vijayawada
(ii)	Prosthodontics (if granted on or after 29-04-2010)	MDS (Prostho.), Dr. NTR University of Health Sciences, Vijayawada
(iii)	Oral & Maxillofacial Surgery (if granted on or after 29-04-2010)	MDS (Oral Surgery), Dr. NTR University of Health Sciences, Vijayawada
(iv)	Conservative Dentistry & Endodontics (if granted on or after 29-04-2010)	MDS (Cons. Dent.), Dr. NTR University of Health Sciences, Vijayawada
(v)	Orthodontics (if granted on or after 29-04-2010)	MDS (Ortho.), Dr. NTR University of Health Sciences, Vijayawada
(vi)	Pedodontics (if granted on or after 29-04-2010)	MDS (Pedo.), Dr. NTR University of Health Sciences, Vijayawada
(vii)	Oral Medicine & Radiology (if granted on or after 29-04-2010)	MDS (Oral Med.), Dr. NTR University of Health Sciences, Vijayawada"

[F. No. V. 12017/52/2006-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2661.—भारतीय दंत चिकित्सा परिषद अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है नामत:

सी.के.एस. तेजा दंत चिकित्सा विज्ञान तथा संस्थान, तिरूपति, आंध्र प्रदेश के संबंध में डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों की मान्यता के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 50 के XIV सामने मौजूद कॉलम 2 तथा 3 की प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :–

2	3
"पीरियोडॉटिक्स (यदि दिनांक 29-4-2010 के अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (पीरियो.) डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा"

[सं. वी.-12017/53/2005-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 24th September, 2010

S.O. 2661.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against XIV of Serial No. 50, in respect of C.K.S. Teja Institute of Dental Sciences, and Research Tirupati, Andhra Pradesh, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder :—

2	3
"Periodontics (if granted on or after 29-04-2010)	MDS (Perio.), Dr. NTR University of Health Sciences, Vijayawada"

[F. No. V. 12017/53/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2662.—भारतीय चिकित्सा परिषद अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है नामत:—

2. दिल्ली विश्वविद्यालय, दिल्ली द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों की मान्यता के बारे में 1 दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 27 के सामने मौजूद कॉलम 2 तथा 3 की प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियां को अंतर्विष्ट किया जाएगा :—

2	3
"III. मौलाना आजाद दंत चिकित्सा विज्ञान संस्थान, नई दिल्ली	
दंत शल्य चिकित्सा स्नातकोत्तर	
आर्थोडोंटिक्स तथा डेंटोफेशियल, आर्थोपेडिक्स (यदि दिनांक 19-5-2010 को अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (आर्थो.) दिल्ली विश्वविद्यालय, दिल्ली
पीरियोडोटोंलोजी (यदि दिनांक 20-5-2010 को अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (पीरियो.) दिल्ली विश्वविद्यालय, दिल्ली
प्रोस्थोडोंटिक्स एंड क्राउन एंड ब्रिज (यदि दिनांक 20-5-2010 को अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (प्रोस्थो.) दिल्ली विश्वविद्यालय, दिल्ली"

[फा. सं. वी.-12017/119/2005-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 24th September, 2010

S.O. 2662.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 27, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by University of Delhi, Delhi, the following entries shall be inserted thereunder :—

2	3
"III. Maulana Azad Institute of Dental Sciences, New Delhi	
Master of Dental Surgery	
Orthodontics & Dentofacial Orthopedics (If granted on or after 19-05-2010)	MDS (Ortho.), University of Delhi, Delhi
Periodontology (If granted on or after 20-05-2010)	MDS (Perio.), University of Delhi, Delhi
Prosthodontics and Crown & Bridge (If granted on or after 20-05-2010)	MDS (Prostho.), University of Delhi, Delhi

[F. No. V. 12017/119/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2663.—भारतीय दंत चिकित्सा परिषद अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है नामत:—

2. राजराजेश्वरी दंत चिकित्सा विज्ञान संस्थान के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों की मान्यता के बारे में । दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 49 के XXXV सामने मौजूद कॉलम 2 तथा 3 की प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :–

2	3
"दंत शल्य चिकित्सा स्नातकोत्तर	
परंपरागत (कंजर्वेटिव) डॉटिस्ट्री तथा इन्डोडॉटिक्स (यदि दिनांक 14-05-2010 को अथवा उसके पश्चात् प्रदान की गई है) ।	एमडीएस (कं.डॉट.) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर"

[फा. सं. वी.-12017/55/2005-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 24th September 2010

S.O. 2663.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against XXXV of Serial No. 49, in respect of Rajarajeswari Dental College and Hospital, Bangalore, Karnataka, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by University of Health Sciences, Bangalore, Karnataka, the following entries shall be inserted thereunder :—

2	3
"Master of Dental Surgery	
Conservative Dentistry & Endodontics (If granted on or after 14-05-2010)	MDS (Cons. Dent.), Rajiv Gandhi University of Health Sciences (RGUOHS), Bangalore"

[F. No. V. 12017/55/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 6 अक्तूबर, 2010

का.आ. 2664.—भारतीय दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद के परामर्श से अधिनियम के अनुसूची भाग I में निम्नलिखित संशोधन करता है नामत:

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय (आर जी यू एच एस), बंगलौर द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों की मान्यता के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या-49 के सामने कालम 2 तथा 3 की मौजूद प्रविष्टियों

में डा. श्यामला रेड्डी दन्त चिकित्सा कालेज, अस्पताल तथा अनुसंधान केन्द्र, बंगलौर के बारे में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :–

"XXIX डा. श्यामला रेड्डी, दंत चिकित्सा कॉलेज अस्पताल तथा अनुसंधान केन्द्र,	
ओर्थोडॉटिक्स तथा डेंटोफेसियल ओर्थोपेडिक्स (यदि केवल 2007-08 के दौरान प्रवेश दिए गए एम डी एस के प्रथम बैच के विद्यार्थियों को प्रदान की गई हो)	एम डी एस (ओर्थोडॉटिक्स एंड डेंटोफेसियल् ओर्थोपेडिक्स) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर ।
लोक स्वास्थ्य डेंटेस्ट्री (यदि केवल वर्ष 2007-08 के दौरान प्रवेश दिए गए एम डी एस के प्रथम बैच के विद्यार्थियों को प्रदान किया गया है।)	एम डी एस (लोक स्वास्थ्य डेंटिस्ट्री) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर ।
कंजर्वेटिव डेंटिस्ट्री एंड इंडोडॉटिक्स (यदि केवल वर्ष 2007-08 के दौरान प्रवेश दिए गए एम डी एस के प्रथम बैच के प्रथम बैच के विद्यार्थियों को प्रदान किया गया है।)	एम डी एस (कंजर्वेटिव डेंटिस्ट्री एंड इंडोडॉटिक्स) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर ।

[सं. वी-12017/49/2006-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 6th October, 2010

S.O. 2664.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 49, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences (RGUHS), Bangalore, the following following entries in respect of Dr. Syamala Reddy Dental College Hospital & Research Centre, Bangalore, shall be inserted thereunder :—

"XXIX "Dr. Syamala Reddy Dental College, Hospital & Research Centre	
Orthodontics & Dentofacial Orthopaedics (If granted to the first batch of MDS students admitted during 2007-08 only)	MDS (Orthodontics & Dentofacial Orthopaedics), Rajiv Gandhi University of Health Sciences, Bangalore
Public Health Dentistry (If granted to the first batch of MDS students admitted during 2007-08 only)	MDS (Public Health Dentistry), Rajiv Gandhi University of Health Sciences, Bangalore"
Conservative Dentistry and Endodontics (If granted to the first batch of MDS students admitted during 2007-08 only)	MDS (Conservative Dentistry and Endodontics), Rajiv Gandhi University of Health Sciences, Bangalore."

[No. V-12017/49/2006-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 11 अक्तूबर, 2010

का.आ. 2665.—दंत चिकित्सा अधिनियम, 1948 की धारा 3 की उप-धारा (च) के उपबंध के अनुसरण में डा. श्रीमती के. के. वधवानी, प्रोफेसर एंड विभागाध्यक्ष कंजर्वेटिव डेंटिस्ट्री एंड इंडोडॉटिक्स, छत्रपति साहूजी महाराज मेडिकल विश्वविद्यालय, लखनऊ, उत्तर प्रदेश और डा. जनक राज सब्बरवाल, सी-214, विकासपुरी, दिल्ली-110019 को केन्द्र सरकार द्वारा दिनांक 15-2-2010 से दंत-चिकित्सा परिषद के सदस्यों के रूप में नामित किया गया था ।

जबकि केरल उच्च न्यायालय द्वारा दिनांक 21-7-2010 को पारित किए गए 2010 के डब्ल्यू पी (सिविल) संख्या 6140, शीर्षक डा. जोसेफ इस्साक **बनाम** संघ सरकार तथा अन्य, डा. (श्रीमती) के. के. वधवानी तथा डा. जनक राज सब्बरवाल की सदस्यता केन्द्र सरकार का प्रतिनिधित्व करने वाले दंत-चिकित्सा परिषद के सदस्यों के रूप में दिनांक 14-08-2010 से समाप्त हो जाएगी ।

[सं. वी-12013/2/2009-डीई]

सूबे सिंह, उप सचिव

New Delhi, the 11th October, 2010

S.O. 2665.—Whereas in pursuance of the provision of sub-section (f) of Section 3 of the Dentists Act, 1948 (16 of 1948), Dr. (Mrs.) K.K. Wadhwani, Professor & Head of the Department, Conservative Dentistry and Endodontics, Chhatrapati Sahu Ji Maharaj Medical University, Lucknow, Uttar Pradesh, and Dr. Janak Raj Sabharwal, C-214, Vikaspuri, Delhi-110019, were nominated by the Central Government as members of the Dental Council of India w.e.f. 15-02-2010.

Whereas in pursuance of order dated 21-07-2010 passed by the Hon'ble High Court of Kerala in WP(Civil) No. 6140 of 2010 titled as Dr. Joseph Issac Vs. Union of India & Others, Dr. (Mrs.) K.K. Wadhwani and Dr. Janak Raj Sabharwal have ceased to be Members of Dental Council of India representing the Central Government with effect from 14-08-2010.

[No. V-12013/2/2009-DE]

SUBE SINGH, Dy. Secy.

CORRIGENDUM

New Delhi, the 20th October, 2010

S.O. 2666.—In this Department's Notification No. U-12012/56/2004-ME(P.II) dated 4th June, 2010, the name of University "Bharti Vidyapeeth Institute of Medical Sciences, Deemed University, Pune" appearing in its contents may be read as "Bharati Vidyapeeth Deemed University, Pune". Other contents of the Notification remain unchanged.

[F. No. U-12012/56/2004-ME(P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 20 अक्तूबर, 2010

का.आ. 2667.—भारतीय दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद के परामर्श से अधिनियम के अनुसूची भाग 1 में निम्नलिखित संशोधन करती है, नामत:-

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय (आर जी यू एच एस), बंगलौर द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों की मान्यता के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) के अनुसूची के भाग-1 में क्रम संख्या-49 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :-

"XVII के.एल.ई.' दंत चिकित्सा विज्ञान, बंगलौर	
ओरल मेडिसिन एंड रेडियोलॉजी (यदि दिनांक 14-5-2010 को अथवा उसके पश्चात् प्रदान की गई हो)	एम डी एस (ओरल मेडिसिन एंड रेडियोलॉजी) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर।
ओर्थोडोंटिक्स तथा डेंटोफेसियल ओर्थोपेडिक्स (यदि दिनांक 14-5-2010 को अथवा उसके पश्चात् प्रदान की गई हो)	एम डी एस (ओर्थोडोंटिक्स तथा डेंटोफेसियल ओर्थोपेडिक्स) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर।"

[सं. वी-12017/52/2004-डी.ई.]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 20th October, 2010

S.O. 2667.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against Serial No. 49, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences (RGUHS), Bangalore, the following entries shall be inserted thereunder :—

"XVII K.L.E.'s Institute of Dental Sciences, Bangalore	
—Oral Medicine & Radiology (if granted on or after 14-5-2010)	MDS (Oral Medicine & Radiology), Rajiv Gandhi University of Health Sciences, Bangalore
—Orthodontics & Dentofacial Orthopaedics (if granted on or after 14-5-2010)	MDS (Orthodontics & Dentofacial Orthopaedics), Rajiv Gandhi University of Health Sciences, Bangalore."

[No. V-12017/52/2004-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 21 अक्तूबर, 2010

का.आ. 2668.—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् के परामर्श से अधिनियम की अनुसूची भाग 1 में निम्नलिखित संशोधन करती है, नामत:–

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय (आर जी यू एच एस), बंगलौर द्वारा प्रदान की जाने वाली दंत चिकित्सा डिग्रियों की मान्यता प्रदान करने के संबंध में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या-49 के सामने दिए गए कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियां अंतर्विष्ट की जाएंगी :–

"XXXII ए.एम.ई. दंत-चिकित्सा कालेज, रायचूर	
दंत शल्य चिकित्सा में स्नातकोत्तर	
(i) पीरियोडॉटिक्स (यदि दिनांक 23-5-2007 को अथवा उसके पश्चात् प्रदान की जाती है)	एम डी एस (पीरियोडॉटिक्स) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर
(ii) प्रोस्थोडॉटिक्स (यदि दिनांक 16-5-2007 को अथवा उसके पश्चात् प्रदान की जाती है)	एम डी एस (प्रोस्थोडॉटिक्स) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर।"

[सं. वी-12017/33/2000-डी ई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 21st October, 2010

S.O. 2668.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against Serial No. 49, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences (RGUHS), Bangalore, the following entries shall be inserted thereunder :—

"XXXII A.M.E. Dental College, Raichur	
(i) Periodontics (if granted on or after 23-5-2007)	MDS (Periodontics), Rajiv Gandhi University of Health Sciences, Bangalore
(ii) Prosthodontics (if granted on or after 16-5-2007)	MDS (Prosthodontics), Rajiv Gandhi University of Health Sciences, Bangalore."

[No. V-12017/33/2000-DE]

ANITA TRIPATHI, Under Secy.

नागर विमानन मंत्रालय

(एएआई अनुभाग)

नई दिल्ली, 18 अक्तूबर, 2010

का.आ. 2669.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का सं. 55) के अनुच्छेद 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, एतद्द्वारा श्री वी. सोमसुंदरम, कार्यपालक निदेशक, भा.वि.प्रा. को दिनांक 8 अक्तूबर, 2010 (पूर्वाह्न) से 5 वर्ष की अवधि अथवा उनकी सेवानिवृत्ति की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो 75000-3%-100000 रुपए के शङ्घ्रल-बी के वेतनमान में सदस्य (विमान दिक्चालन सेवाएं) के रूप में नियुक्त करती है ।

[सं. एवी-24011/01/2010-एएआई]

सैय्यद इमरान अहमद, अवर सचिव

MINISTRY OF CIVIL AVIATION

(AAI SECTION)

New Delhi, the 18th October, 2010

S.O. 2669.—In exercise of the powers conferred by Section 3 of the Airports Authority of India Act, 1994 (No. 55 of 1994), the Central Government hereby appoint Shri V. Somasundaram, Executive Director, AAI as Member (Air

Navigation Services), Airports Authority of India in Schedule 'B' scale of pay of Rs. 75000-3%-100000 with effect from forenoon of 8th October, 2010 for a period of five years or till the date of his superannuation or until further orders, whichever is the earliest.

[No. AV-24011/01/2010-AAI]

SYED IMRAN AHMED, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 18 अक्तूबर, 2010

का.आ. 2670.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि अधिसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 9523 : 2000- घनी, गैस एवं मल जल के लिए दाब पाइप हेतु तन्य लोहे का फिटिंगें— विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 2 अक्तूबर, 2010	11-10-2010

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002 [illegible] नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवन्तपुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : एपडब्ल्यू 6 [illegible]]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (मार्केटिंग)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 18th October, 2010

S.O. 2670.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to Indian Standard, particulars of which are given in the Schedule hereto annexed have been establsihed on the date indicated against each :—

SCHEDULE

Sl. No.	No. and Title of the standard(s)	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 9523 : 2000 Ductile iron fittings for pressure pipes for water, gas and sewage— Specification (first revision)	Amendment No. 2 October, 2010	11 October, 2010

[illegible]

Zafar [illegible]

Office [illegible]

Patna [illegible]

[illegible]

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 11 अक्तूबर, 2010

का.आ. 2671.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि पंजाब राज्य में रमन मंडी से हरियाणा राज्य में बहादुरगढ़ तक, पैट्रोलियम तेल के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा 'जी जी एस आर उत्पाद निष्क्रमण परियोजना' के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अत: अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री प्रहलाद सिंह, (हरियाणा), हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, गुरू गोबिन्द सिंह रिफाइनरी उत्पाद निष्क्रमण परियोजना, एस सी एफ नं.-29, सैक्टर-6, बहादुरगढ़-124 507, हरियाणा को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : फतेहाबाद जिला : फतेहाबाद राज्य : हरियाणा

गाँव का नाम	हदबस्त संख्या	मुस्तंतिल संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. फूल	102	143	2	00	00	25
			7	00	02	79
			8	00	00	50
		142	11/1	00	01	51
			11/2	00	00	25
2. नाढोडी	88	185	18/3	00	00	25
		295	3	00	02	53
			7	00	00	75
3. भुना	63	605	18/1/1	00	00	65
			18/1/2	00	00	10
4. नहला	59	4	14	00	08	00
			15	00	06	57
			16	00	10	11
		5	20	00	06	57
			21	00	10	12
			22	00	06	83
		27	6	00	00	50
			7	00	00	50
		28	11	00	00	25
			13	00	00	50
			16/1	00	00	75

[फा. सं. आर-31015/39/2009-ओआर II]

ए. गोस्वामी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, 11th October, 2010

S.O. 2671.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana for implementation of "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh", should be laid by the Hindustan Petroleum Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of User theirein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the Right of User therein or laying of the pipeline under the land, to Shri Prahlad Singh, Competent Authority (Haryana), Hindustan Petroleum Corporation Limited, Guru Gobind Singh Refinery Product Evacuation Project, SCF No. - 29, Sector - 6 Market, Bahadurgarh - 124 507, Haryana.

SCHEDULE

Tehsil : Fatehabad District : Fatehabad State : Haryana

Name of Village	Hadbast No.	Mustatil No.	Khasra/ Killa No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. Phool	102	143	2	00	00	25
			7	00	02	79
			8	00	00	50
		142	11/1	00	01	51
			11/2	00	00	25
2. Nadhauri	88	185	18/3	00	00	25
		295	3	00	02	53
			7	00	00	75
3. Bhuna	63	605	18/1/1	00	00	65
			18/1/2	00	00	10
4. Nahla	59	4	14	00	08	00
			15	00	06	57
			16	00	10	11
		5	20	00	06	57
			21	00	10	12
			22	00	06	83
		27	6	00	00	50
			7	00	00	50
		28	11	00	00	25
			13	00	00	50
			16/1	00	00	75

[F. No. -31015/39/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 20 अक्तूबर, 2010

का.आ. 2672.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1441 तारीख 17 मई, 2010, जो भारत के राजपत्र तारीख 5 जून, 2010 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्य प्रदेश राज्य में बीना संस्थापन से राजस्थान राज्य में कोटा तक पेट्रोलियम उत्पादों के परिवहन के लिए बीना-कोटा पाइपलाइन परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 03 अगस्त, 2010 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : लाड़पुरा जिला : कोटा राज्य : राजस्थान

क्र.सं.	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	डाहरा	345	0.0650
2	गोदल्यदाहेड़ी	8	0.0880

[फा. सं. आर-31015/7/2008-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 20th October, 2010

S.O. 2672.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1441, dated the 17 May, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 5th June, 2010, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying a pipeline for transportation of petroleum products through Bina-Kota Pipeline Project from Bina terminal in the State of Madhya Pradesh to Kota in the State of Rajasthan by Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 3rd August, 2010;

And whereas the competent authority has, under sub-section (1) of Section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline :

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Ladpura District : Kota State : Rajasthan

S. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1	Dehra	345	0.0650
2	Godalayahedi	8	0.0880

[F. No. R-31015/7/2008-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 20 अक्तूबर, 2010

का.आ. 2673.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि) में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1131 तारीख 19 अप्रैल, 2010, जो भारत के राजपत्र तारीख 1 मई, 2010 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्य प्रदेश राज्य में बीना संस्थापन से राजस्थान राज्य में कोटा तक पेट्रोलियम उत्पादों

के परिवहन के लिए बीना-कोटा पाइपलाइन परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 16 जुलाई, 2010 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप धारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : मुंगावली जिला : अशोकनगर राज्य : मध्य प्रदेश

क्र.सं.	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	फूलेदी	172/5	0.3120

[फा. सं. आर.-31015/5/2008-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 20th October, 2010

S.O. 2673.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1131, dated the 19 April, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 1st May, 2010, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying a pipeline for transportation of petroleum products through Bina-Kota Pipeline Project from Bina terminal in the State of Madhya Pradesh to Kota in the State of Rajasthan by Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 16th July, 2010

And whereas the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Munga-wali District : Ashok Nagar State : Madhya Pradesh

S. No.	Name of Village	Survey No.	Area In Hectare
1	2	3	4
1	Phuledi	172/5	0.3120

[F. N. R-31015/5/2008-OR II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 20 अक्तूबर, 2010

का.आ. 2674.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि) में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1132 तारीख 19 अप्रैल, 2010, जो भारत के राजपत्र तारीख 1 मई 2010 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में बीना संस्थापन से राजस्थान राज्य में कोटा तक पेट्रोलियम उत्पादों के परिवहन के लिए बीना-कोटा पाइपलाइन परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 17 जुलाई, 2010 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में

पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग के अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त रूप में भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होंगे ।

अनुसूची

तहसील : गुना जिला : गुना राज्य : मध्य प्रदेश

क्र. सं.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	भूराखेड़ी	95	0.4950
2	चुरेला	78	0.1500
3	किशनपुरा	178	0.1800
4	किशनगढ़	90	0.3055

[फा. सं. आर.-31015/11/2008-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 20th October, 2010

S.O. 2674.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1132, dated the 19th April, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 1st May, 2010, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying a pipeline for transportation of petroleum products through Bina-Kota Pipeline Project from Bina terminal in the State of Madhya Pradesh to Kota in the State of Rajasthan by Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 17th July, 2010;

And whereas the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, is/are satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Guna District : Guna State : Madhya Pradesh

S. No.	Name of Village	Survey No.	Area In Hectare
1	2	3	4
1	Bhoorakhedi	95	0.4950
2	Churela	78	0.1500
3	Kishanpura	178	0.1800
4	Kishangarh	90	0.3055

[F. N. R-31015/11/2008-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 20 अक्तूबर, 2010

का.आ. 2675.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि) में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची मे यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था ।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रिट, उच्च-कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड के मध्यप्रदेश राज्य स्थित मांगल्या संस्थापन से दिल्ली राज्य स्थित बिजवासन संस्थापन तक उपर्युक्त भूमियों में पाईपलाईन बिछाई जा चुकी है । चूँकि मध्यप्रदेश राज्य के जिला उज्जैन में पाईपलाईन बिछाई जा चुकी है, अत: ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए;

अतः अब केन्द्रीय सरकार, पेट्रोलियम पाईपलाइन (भूमि में उपयोग के अधिकार का [illegible]) अधिनियम, [illegible] के नियम [illegible] स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को [illegible] की तारीख के रूप में घोषित करती है ।

अनुसूची

क्र. सं.	क्र.अ.सं. व तारीख	ग्राम का नाम	तहसील	जिला	[illegible]	[illegible]
1	2	3	4	5	6	7
1	1598-25-04-2005	पालखंदा	[illegible]	उज्जैन	मध्यप्रदेश	31-08-2007
		पिपलौदा द्वारकाधीश	[illegible]	उज्जैन	मध्यप्रदेश	31-08-200[illegible]
		गावड़ी	उज्जैन	उज्जैन	मध्यप्रदेश	31-08-2007
		माधोपुर	उज्जैन	उज्जैन	मध्यप्रदेश	31-08-2007
2	958-02-04-2007	गावड़ी	उज्जैन	उज्जैन	मध्यप्रदेश	31-08-2007
		माधोपुर	उज्जैन	उज्जैन	मध्यप्रदेश	31-08-2007
3	1993-30-05-2005	भरूपुरा	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		शिवपुरा	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		बिजल	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		भूरवी उदयपुर	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		काँवली खेड़ा	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		भड़सिम्बा	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		गांवड़ी	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		नैगांव	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		बिसनखेड़ी	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		बिसनखेड़ा	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		इटावा	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		खांकरी मुल्तान	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		लोध	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		नांदेड़	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		खेड़ा पचाला	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		कढ़ाई	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		चिकली	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		खेड़ाचितावल्या	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		रावणखेड़ी	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		खाकरिया	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
4	1803-21-06-2007	बिजल	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		भड़सिम्बा	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		नैगांव	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		बिसनखेड़ा	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
		नांदेड़	तराना	उज्जैन	मध्यप्रदेश	31-08-2007

1	2	3	4	5	6	7
		कढ़ाई	तराना	उज्जैन	मध्यप्रदेश	31-08-2007
			चिकली	उज्जैन	मध्यप्रदेश	31-08-2007
			खोकरिया	उज्जैन	मध्यप्रदेश	31-08-2007

[फा. सं. आर 31015/7/2010-ओ आर II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 20th October, 2010

S.O. 2675.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. Nos. and dates mentioned in the Schedule below issued under sub-section (i) of Section (6), Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquire the Right of User in the land, specified in the Schedule appended to that notification.

And Whereas, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances in the Bharat Petroleum Corporation Limited;

And Whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Motor Sprit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the State of Delhi has been laid in the said lands and hence the operation may be terminated in District Ujjain in the state of Madhya Pradesh in respect of the said lands which in brief are specified in the schedule annexed to this notification;

Now, therefore, as required under explanation 1 of rule 4 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declare the dates mentioned in column 7 of the said Schedule as the dates of termination in District Ujjain the state of Madhya Pradesh.

SCHEDULE

Sr. No.	S. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1	1598 dated	Palkhanda	Ujjain	Ujjain	M.P.	31-08-2007
	25-04-2005	Piploda Dwarkadhish	Ujjain	Ujjain	M.P.	31-08-2007
		Gavadi	Ujjain	Ujjain	M.P.	31-08-2007
		Madhopur	Ujjain	Ujjain	M.P.	31-08-2007
2	958, dated	Gavadi	Ujjain	Ujjain	M.P.	31-08-2007
	02-04-2007	Madhopur	Ujjain	Ujjain	M.P.	31-08-2007
3	1993 dated	Bherupura	Tarana	Ujjain	M.P.	31-08-2007
	30-05-2005	Shivpura	Tarana	Ujjain	M.P.	31-08-2007
		Binjal	Tarana	Ujjain	M.P.	31-08-2007
		Bhukhi Itwarpur	Tarana	Ujjain	M.P.	31-08-2007
		Kawali khera	Tarana	Ujjain	M.P.	31-08-2007
		Bhadsimba	Tarana	Ujjain	M.P.	31-08-2007
		Gavadi	Tarana	Ujjain	M.P.	31-08-2007
		Naugava	Tarana	Ujjain	M.P.	31-08-2007
		Bisankheri	Tarana	Ujjain	M.P.	31-08-2007

1	2	3	4	5	6	7
		Bisankhera	Tarana	Ujjain	M.P.	31-08-2007
		Itawa	Tarana	Ujjain	M.P.	31-08-2007
		Khakari Sultan	Tarana	Ujjain	M.P.	31-08-2007
		Lodh	Tarana	Ujjain	M.P.	31-08-2007
		Nanded	Tarana	Ujjain	M.P.	31-08-2007
		Khera Pachola	Tarana	Ujjain	M.P.	31-08-2007
		Kadhai	Tarana	Ujjain	M.P.	31-08-2007
		Chikali	Tarana	Ujjain	M.P.	31-08-2007
		Kheda Chitawaliya	Tarana	Ujjain	M.P.	31-08-2007
		Rawankheri	Tarana	Ujjain	M.P.	31-08-2007
		Khokariya	Tarana	Ujjain	M.P.	31-08-2007
4	1803, dated 21-06-2007	Binjal	Tarana	Ujjain	M.P.	31-08-2007
		Bhadsuba	Tarana	Ujjain	M.P.	31-08-2007
		Naugawa	Tarana	Ujjain	M.P.	31-08-2007
		Bishankheda	Tarana	Ujjain	M.P.	31-08-2007
		Nanded	Tarana	Ujjain	M.P.	31-08-2007
		Kadhai	Tarana	Ujjain	M.P.	31-08-2007
		Chikli	Tarana	Ujjain	M.P.	31-08-2007
		Khokariya	Tarana	Ujjain	M.P.	31-08-2007

[F. No. R-31015/7/2010-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 20 अक्तूबर, 2010

का.आ. 2676.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम [illegible] (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की [illegible] अधिसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, [illegible] विल्लंगमों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कार्पोरेशन लिमिटेड में निहित किया था

और अब सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि [illegible] संप्रवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड के मध्यप्रदेश राज्य स्थित मांगल्य संस्थापन से [illegible] उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है । चूँकि मध्यप्रदेश राज्य के जिला शाजापुर में पाइपलाइन बिछाई जा चुकी है [illegible] के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट है, प्रचालन समाप्त किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम [illegible] अपेक्षानुसार उक्त अनुसूची के स्तंभ [illegible] में उल्लिखित तारीखों को जिला शाजापुर, मध्यप्रदेश राज्य में [illegible] रूप में घोषित करती है ।

अनुसूची

क्र.सं.	का.आ.सं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	[illegible]
1	2	3	4	5	6	7
1	1796 11-05-2005	[illegible]	आगर	शाजापुर	मध्यप्रदेश	[illegible]
		[illegible]	आगर	शाजापुर	मध्यप्रदेश	[illegible]
		[illegible]	आगर	शाजापुर	मध्यप्रदेश	[illegible]

1	2	3	4	5	6	7
		गांगडा बुजुर्ग	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		गांगडा हद्दा	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		भांदवा	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		भ्याना	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		जामुनिया	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		सेंमली	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		परसुखेड़ी	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		बांसखेड़ी	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		निपानिया बैजनाथ	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		काशी बर्डिया	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		भीमलोद	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		बापच्या	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		कराडिया	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
2	961-04/04/2007	भीमपुरा	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		लक्ष्मणखेड़ी	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		जैतपुरा	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		भ्याना	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		जामुनिया	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		परसुखेड़ी	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		निपानिया बैजनाथ	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		काशी बर्डिया	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		भीमलोद	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		बापच्या	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
		कराडिया	आगर	शाजापुर	मध्यप्रदेश	31-08-2007
3	2417-04/07/2005	मंगवालिया	बड़ोद	शाजापुर	मध्यप्रदेश	31-08-2007
		पिपलिया घाटा	बड़ोद	शाजापुर	मध्यप्रदेश	31-08-2007
		बरदा बरखेड़ा	बड़ोद	शाजापुर	मध्यप्रदेश	31-08-2007
		माहूरुण्डी	बड़ोद	शाजापुर	मध्यप्रदेश	31-08-2007
		सारंगाखेड़ी	बड़ोद	शाजापुर	मध्यप्रदेश	31-08-2007
		श्यामगढ़	बड़ोद	शाजापुर	मध्यप्रदेश	31-08-2007
4	957-02/04/2007	मंगवालिया	बड़ोद	शाजापुर	मध्यप्रदेश	31-08-2007
		सारंगाखेड़ी	बड़ोद	शाजापुर	मध्यप्रदेश	31-08-2007
5	2765-05/08/2005	नाहरखेड़ा	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		उमरिया	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		पिपलिया नानकर	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007

1	2	3	4	5	6	7
		बामनिया खेड़ी	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		मैना	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		बोरखेड़ी	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		गुराड़ी	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		शत्रुखेड़ी	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		मालनवासा	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		ननोरा	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		कादमी	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		मेहतपुर	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		पिपलियाखेड़ी	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
6	624-27/02/2007	बामनियाखेड़ी	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		मैना	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		बोरखेड़ी	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007
		कादमी	सुसनैर	शाजापुर	मध्यप्रदेश	31-08-2007

[फा. सं. आर- 31015/7/2010-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 20th October, 2010

S.O. 2676.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. Nos. and dates mentioned in the Schedule below issued under sub-section (i) of Section (6), Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquire the Right of User in the said land, specified in the Schedule appended to those notification.

And Whereas, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances in the Bharat Petroleum Corporation Limited;

And Whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Motor Sprit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the State of Delhi has been laid in the said lands and hence the operation may be terminated in District Shajapur in the state of Madhya Pradesh in respect of the said lands which in brief are specified in the schedule annexed to this notification.

Now, therefore, as required under explanation 1 of rule 4 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Rules 1963 the Central Government hereby declare the dates mentioned in column 7 of the said Schedule as the dates of termination in District Shajapur the state of Madhya Pradesh.

SCHEDULE

Sr. No.	S. No. and Date	Name of Villages	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1	1796 dated 11-05-2005	Ranara Rathor	Agar	Shajapur	M.P.	31-08-2007
		Bhimpura	Agar	Shajapur	M.P.	31-08-2007
		Laxmankheri	Agar	Shajapur	M.P.	31-08-2007

1	2	3	4	5	6	7
1.	1796 dated	Jaitpura	Agar	Shajapur	M.P.	31-08-2007
	11-05-2005	Gangada Bujurg	Agar	Shajapur	M.P.	31-08-2007
		Gangada Hadda	Agar	Shajapur	M.P.	31-08-2007
		Bhadwa	Agar	Shajapur	M.P.	31-08-2007
		Bhyana	Agar	Shajapur	M.P.	31-08-2007
		Jamuniya	Agar	Shajapur	M.P.	31-08-2007
		Semali	Agar	Shajapur	M.P.	31-08-2007
		Parsukheri	Agar	Shajapur	M.P.	31-08-2007
		Banskheri	Agar	Shajapur	M.P.	31-08-2007
		Nipaniya Baijnath	Agar	Shajapur	M.P.	31-08-2007
		Kashi Bardiya	Agar	Shajapur	M.P.	31-08-2007
		Bhimlod	Agar	Shajapur	M.P.	31-08-2007
		Bapachya	Agar	Shajapur	M.P.	31-08-2007
		Karadiya	Agar	Shajapur	M.P.	31-08-2007
2.	961, dated	Bhimpura	Agar	Shajapur	M.P.	31-08-2007
	04-04-2007	Laxmankheri	Agar	Shajapur	M.P.	31-08-2007
		Jaitpura	Agar	Shajapur	M.P.	31-08-2007
		Bhyana	Agar	Shajapur	M.P.	31-08-2007
		Jamuniya	Agar	Shajapur	M.P.	31-08-2007
		Parsukheri	Agar	Shajapur	M.P.	31-08-2007
		Nipaniya Baijnath	Agar	Shajapur	M.P.	31-08-2007
		Kashi Bardiya	Agar	Shajapur	M.P.	31-08-2007
		Bhimlod	Agar	Shajapur	M.P.	31-08-2007
		Bapachya	Agar	Shajapur	M.P.	31-08-2007
		Karadiya	Agar	Shajapur	M.P.	31-08-2007
3.	2417, dated	Mangawaliya	Barod	Shajapur	M.P.	31-08-2007
	04-07-2005	Pipliya Ghata	Barod	Shajapur	M.P.	31-08-2007
		Barda Barkhera	Barod	Shajapur	M.P.	31-08-2007
		Mahurundi	Barod	Shajapur	M.P.	31-08-2007
		Sarangakheri	Barod	Shajapur	M.P.	31-08-2007
		Shyamgarh	Barod	Shajapur	M.P.	31-08-2007
4.	957, dated	Mangwaliya	Barod	Shajapur	M.P.	31-08-2007
	02-04-2007	Sarangakheri	Barod	Shajapur	M.P.	31-08-2007
5.	2765, dated	Naharkhera	Susner	Shajapur	M.P.	31-08-2007
	05-08-2005	Umariya	Susner	Shajapur	M.P.	31-08-2007
		Pipliyanankar	Susner	Shajapur	M.P.	31-08-2007
		Bamniyakhedi	Susner	Shajapur	M.P.	31-08-2007
		Maina	Susner	Shajapur	M.P.	31-08-2007
		Borkhedi	Susner	Shajapur	M.P.	31-08-2007
		Guradi	Susner	Shajapur	M.P.	31-08-2007
		Shatrukhedi	Susner	Shajapur	M.P.	31-08-2007
		Malanwasa	Susner	Shajapur	M.P.	31-08-2007
		Nanora	Susner	Shajapur	M.P.	31-08-2007
		Kadmi	Susner	Shajapur	M.P.	31-08-2007

1	2	3	4	5	6	7
		Mehatpur	Susner	Shajapur	M.P.	31-08-2007
		Pipliya Khedi	Susner	Shajapur	M.P.	31-08-2007
6	624, dated	Bamniya Khedi	Susner	Shajapur	M.P.	31-08-2007
	27-02-2007	Maina	Susner	Shajapur	M.P.	31-08-2007
		Borkhedi	Susner	Shajapur	M.P.	31-08-2007
		Kadmi	Susner	Shajapur	M.P.	31-08-2007

[F. No. R-31015/7/2010-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 20 अक्तूबर, 2010

का.आ. 2677.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था ।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रिट, उच्च-कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड के मध्यप्रदेश राज्य स्थित मांगल्या संस्थापन से दिल्ली राज्य स्थित बिजवासन संस्थापन तक उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है । चूँकि मध्यप्रदेश राज्य के जिला देवास में पाइपलाइन बिछाई जा चुकी है, अत: ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए;

अत: अब केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 स्पष्टीकरण । के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला देवास, मध्यप्रदेश राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है ।

अनुसूची

क्र. सं.	क.अ.नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1.	1529-21/04/2005	होशियार खेड़ी	देवास	देवास	मध्यप्रदेश	31-08-2007
		सिरोंज	देवास	देवास	मध्यप्रदेश	31-08-2007
		आंट	देवास	देवास	मध्यप्रदेश	31-08-2007
		बैरागढ़	देवास	देवास	मध्यप्रदेश	31-08-2007
		कवडी	देवास	देवास	मध्यप्रदेश	31-08-2007
		कोलुखेड़ी	देवास	देवास	मध्यप्रदेश	31-08-2007
		नरखेड़ी	देवास	देवास	मध्यप्रदेश	31-08-2007
		निकलंक	देवास	देवास	मध्यप्रदेश	31-08-2007
		भानोली	देवास	देवास	मध्यप्रदेश	31-08-2007
		जिवाजीपुरा	देवास	देवास	मध्यप्रदेश	31-08-2007
		सालमखेड़ी	देवास	देवास	मध्यप्रदेश	31-08-2007
		बरखेड़ी कायम	देवास	देवास	मध्यप्रदेश	31-08-2007
		भैंसुनी	देवास	देवास	मध्यप्रदेश	31-08-2007

1	2	3	4	5	6	7
		सुमराखेड़ा	देवास	देवास	मध्यप्रदेश	31-08-2007
		पंथमुंडला	देवास	देवास	मध्यप्रदेश	31-08-2007
		सुनवानी गोपाल	देवास	देवास	मध्यप्रदेश	31-08-2007
		जवासिया	देवास	देवास	मध्यप्रदेश	31-08-2007
2.	959-02/04/2007	कोलुखेड़ी	देवास	देवास	मध्यप्रदेश	31-08-2007
		नरखेड़ी	देवास	देवास	मध्यप्रदेश	31-08-2007
		निकलंक	देवास	देवास	मध्यप्रदेश	31-08-2007
		पंथमुंडला	देवास	देवास	मध्यप्रदेश	31-08-2007
		सुनवानी गोपाल	देवास	देवास	मध्यप्रदेश	31-08-2007

[फा. सं. आर-31015/7/2010-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 20th October, 2010

S.O. 2677.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. and dates mentioned in the Schedule below issued under sub-section (i) of section (6), Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the lands, specified in the Schedule appended to those notification;

And whereas, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances in the Bharat Petroleum Corporation Limited;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Motor Sprit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the State of Delhi has been laid in the said lands and hence the operation may be terminated in District Dewas in the state of Madhya Pradesh in respect of the said lands which in brief are specified in the schedule annexed to this notification;

Now, therefore, as required under explanation 1 of rule 4 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Rules 1963 the Central Government hereby declare the dates mentioned in column 7 of the said Schedule as the dates of termination in District Dewas the state of Madhya Pradesh.

SCHEDULE

Sr. No.	S. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	1529 dated	Hoshiyara khedi	Dewas	Dewas	M.P.	31-08-2007
	21-04-2005	Sironj	Dewas	Dewas	M.P.	31-08-2007
		Ant	Dewas	Dewas	M.P.	31-08-2007
		Bairagarh	Dewas	Dewas	M.P.	31-08-2007
		Kavadi	Dewas	Dewas	M.P.	31-08-2007
		Kolukhedi	Dewas	Dewas	M.P.	31-08-2007
		Narkhedi	Dewas	Dewas	M.P.	31-08-2007
		Niklank	Dewas	Dewas	M.P.	31-08-2007

1	2	3	4	5	6	7
		Bhanoli	Dewas	Dewas	M.P.	31-08-2007
		Jiwajipura	Dewas	Dewas	M.P.	31-08-2007
		Salamkhedi	Dewas	Dewas	M.P.	31-08-2007
		Barkhedi Kayam	Dewas	Dewas	M.P.	31-08-2007
		Bhainsuni	Dewas	Dewas	M.P.	31-08-2007
		Sumarakheda	Dewas	Dewas	M.P.	31-08-2007
		Panthmundala	Dewas	Dewas	M.P.	31-08-2007
		Sunwani Gopal	Dewas	Dewas	M.P.	31-08-2007
		Jawasiya	Dewas	Dewas	M.P.	31-08-2007
2	959, dated	Kolukhedi	Dewas	Dewas	M.P.	31-08-2007
	02-04-2007	Narkhedi	Dewas	Dewas	M.P.	31-08-2007
		Niklank	Dewas	Dewas	M.P.	31-08-2007
		Panthmundala	Dewas	Dewas	M.P.	31-08-2007
		Sunwani Gopal	Dewas	Dewas	M.P.	31-08-2007

[F. No. R-31015/7/2010-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 20 अक्तूबर, 2010

का.आ. 2678.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था ।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रिट, उच्च-कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड के मध्यप्रदेश राज्य स्थित मांगल्या संस्थापन से दिल्ली राज्य स्थित बिजवासन संस्थापन तक उपर्युक्त भूमियों में पाईपलाईन बिछाई जा चुकी है । चूंकि मध्यप्रदेश राज्य के जिला इंदौर में पाईपलाईन बिछाई जा चुकी है, अत: ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए;

अत: अब केन्द्रीय सरकार, पेट्रोलियम पाईपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 स्पष्टीकरण-I के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला इन्दौर, मध्यप्रदेश राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है ।

अनुसूची

क्र. सं.	क.अ.नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1	1599-26/04/2005	मांगल्या	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		गारी पिपल्या	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		रामा पिपल्या	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		खाकरोद	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		टोडी	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007

1	2	3	4	5	6	7
		बरलाई जागीर	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		पुवारडा दाई	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		पुवारडा हप्पा	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		मच्छुखेडी	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		माकोडिया	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
2.	769-14/3/2007	खाकरोद	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		बरलाई जागीर	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		पुवारडा दाई	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		पुवारड़ा हप्पा	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007
		मच्छुखेडी	सांवेर	इन्दौर	मध्यप्रदेश	31-08-2007

[फा. सं. आर-31015/7/2010-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 20th October, 2010

S.O. 2678.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. and dates mentioned in the Schedule below issued under sub-section (i) of section (6), Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) Central Government acquire the right of user in the land, specified in the Schedule appended to those notification.

And Whereas, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances in the Bharat Petroleum Corporation Limited;

And Whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Motor Sprit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the State of Delhi has been laid in the said lands and hence the operation may be terminated in District Indore in the state of Madhya Pradesh in respect of the said lands which in brief are specified in the schedule annexed to this notification.

Now, therefore, as required under explanation I of rule 4 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Rules, 1963 the Central Government hereby declare the dates mentioned in column 7 of the said Schedule as the dates of termination in District Indore the state of Madhya Pradesh.

SCHEDULE

Sr. No.	S. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	1599 dated	Manglya	Sanwer	Indore	M.P.	31-08-2007
	26-04-2005	Gari pipliya	Sanwer	Indore	M.P.	31-08-2007
		Rama pipliya	Sanwer	Indore	M.P.	31-08-2007
		Khakrod	Sanwer	Indore	M.P.	31-08-2007
		Todi	Sanwer	Indore	M.P.	31-08-2007
		Barlai Jagir	Sanwer	Indore	M.P.	31-08-2007
		Puwarda Dai	Sanwer	Indore	M.P.	31-08-2007
		Puwarda Happa	Sanwer	Indore	M.P.	31-08-2007

1	2	3	4	5	6	7
		Machhukhedi	Sanwer	Indore	M.P.	31-08-2007
		Makodiya	Sanwer	Indore	M.P.	31-08-2007
2.	769 dated 14-3-2007	Khakrod	Sanwer	Indore	M.P.	31-08-2007
		Barlai Jagir	Sanwer	Indore	M.P.	31-08-2007
		Puwarda Dai	Sanwer	Indore	M.P.	31-08-2007
		Puwarda Happa	Sanwer	Indore	M.P.	31-08-2007
		Machhukhedi	Dewas	Indore	M.P.	31-08-2007

[F. No. R-31015/7/2010-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 25 अक्तूबर, 2010

का.आ. 2679.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्य प्रदेश राज्य में बीना तक क्रूड ऑयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अत: अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाये जाने के लिए उसमें उपयोग के अधिकार के अर्जन के संबंध में श्री अरविन्द खरे, सक्षम प्राधिकारी, वाडीनार-बीना क्रूड आइल पाइपलाइन परियोजना भारत ओमान रिफाइनरीज लिमिटेड, 8/5, "वैशाली" नानाखेड़ा बस स्टेण्ड के पास, उज्जैन-456 010 (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : नलखेड़ा जिला : शाजापुर राज्य : मध्यप्रदेश

क्र. सं.	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	टिकोन	1489/1	0.129

[फा. सं. आर.-31015/14/2008-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 25th October, 2010

S.O. 2679.—Whereas, it appears to the Central Government, that it is necessary in the public interest that the transportation of Crude Oil from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh a pipeline should be laid by Bharat Oman Refineries Limited;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid, and which is described in the schedule. annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Arvind Khare, Competent Authority, Vadinar-Bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 8/5 "Vaishali", Near Nanakheda Bus Stand, Ujjain-456010 (Madhya Pradesh).

SCHEDULE

Tehsil : Nalkheda District : Shajapur State : M.P.

S. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1	Tikon	1489/1	0.129

[F. No. R-31015/14/2008-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 29 अक्तूबर, 2010

का. आ. 2680.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएन्स इंडस्ट्रीज लिमिटेड की आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-वासुदेवपुर-हावड़ा पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपायोग के अधिकार के अर्जन के संबंध में श्री ब्रज किशोर पंडा, सक्षम प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, प्रथम मंजिल, फोर्च्युन टावर, चन्द्रशेखरपुर, भुवनेश्वर - 751023, ओडिशा राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक ःवंकी	जिला ःकटक	राज्य ः ओडिशा		
गाँव का नाम	**सर्वे सं / सब डिविजन सं**	**आर.ओ.यू अर्जित करने के लिए क्षेत्रफल**		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) **तालबस्त**	4873	00	00	65
	4872	00	13	10
	4871	00	11	53
	4870	00	09	88
	4863	00	03	96
	4816	00	06	41
	4897	00	0	28
	4898	00	10	00
	4899	00	00	71
	4915	00	15	83
	4925	00	09	73
	4859	00	00	41
	5299	00	07	28
	5302	00	02	83
	5301	00	02	35
	5300	00	00	74
	5304	00	04	64
	5305	00	02	21
	5306	00	04	95
	5298	00	03	04
	5308	00	02	56
	5309	00	10	36

1	2	3	4	5
1) तालबस्त (निरंतर)	5297	00	01	27
	5310	00	01	54
	5315	00	29	63
	5321	00	11	26
	5318	00	00	11
	5319	00	05	73
	5320	00	04	14
	5335	00	08	03
	5334	00	00	19
	5351	00	24	59
	5350	00	02	65
	5377	00	00	10
	10071	00	00	31
	5352	00	00	28
	5374	00	16	68
	5381	00	10	05
	9690	00	00	10
	9835	00	09	82
	5382	00	09	54
	5384	00	03	73
	5383	00	05	19
	5380	00	16	55
	3862	00	05	25
	3863	00	10	62
	3950	00	02	92
	3951	00	05	15
	3948	00	01	01
	3952	00	02	09
	3953	00	03	11
	3956	00	00	78
	9830	00	05	30
	3954	00	02	48
	3955	00	01	01
	3943	00	03	41
	3961	00	11	08
	3942	00	01	08
	3964	00	02	29
	9221	00	12	22
	3987	00	16	43
	3986	00	03	18
	3985	00	00	44
	3971	00	00	86
	3972	00	02	40
	3984	00	02	75
	3973	00	09	86
	3974	00	07	26
	3982	00	01	93
	3981	00	06	92

1	2	3	4	5
1) तालबस्त (निरंतर)	3975	00	00	75
	3977	00	00	66
	3979	00	04	37
	9673	00	05	17
	3978	00	11	81
	3995	00	04	94
	2603	00	19	80
	2602	00	20	06
	2607	00	01	96
	2606	00	02	30
	2605	00	02	89
	2604	00	04	50
	2603/10128	00	04	91
	2566	00	00	10
	2566/10115	00	03	30
	2567/10116	00	02	99
	2567	00	01	20
	2568	00	10	70
	2565	00	00	91
	10114	00	00	87
	1464	00	09	58
	1463	00	05	86
	1462	00	05	17
	1393	00	08	42
	1392	00	04	78
	1350	00	07	21
	1390	00	09	87
	1354	00	22	65
	1351	00	08	00
	1353	00	03	89
	9476	00	03	21
	1587	00	00	39
	9477	00	03	36
	1357	00	07	56
	1582/9670	00	05	51
	1580	00	14	63
	1578	00	07	09
	1577	00	06	43
	1585	00	06	58
	1576	00	04	91
	1586	00	02	63
	9538	00	09	97
	1575	00	08	67

1	2	3	4	5
1) तालबस्त (निरंतर)	1590	00	05	85
	1591	00	02	93
	1589	00	04	45
	1592	00	08	04
	1593	00	21	34
	1594	00	04	15
	1600	00	02	03
	1601	00	03	16
	1602	00	11	97
	1655	00	01	78
	1648	00	04	01
	1654	00	00	27
	1649	00	06	53
	1650	00	00	43
	1651	00	09	65
	1652	00	08	99
	1644	00	00	10
	1690	00	03	98
	1687	00	01	38
	1688	00	05	90
	1689	00	21	25
	1686	00	01	97
	981	00	00	53
	980	00	16	66
	949	00	01	40
	950	00	07	04
	951	00	05	67
	948	00	01	31
	947	00	00	10
	9193	00	03	54
	952	00	00	26
	953	00	03	82
	946	00	06	92
	945	00	01	37
	956	00	01	89
	959	00	19	42
	961	00	08	44
	962	00	23	48

1	2	3	4	5
1) तालबस्त (निरंतर)	868	00	12	58
	869	00	00	10
	870	00	06	72
	865	00	00	10
	885	00	09	31
	9550	00	23	29
	886	00	01	35
	890	00	06	58
	887	00	00	22
	889	00	11	76
	660	00	07	89
	656	00	00	97
	655	00	21	48
	628	00	12	19
	631	00	00	10
	632	00	01	31
	585	00	04	79
	584	00	03	27
	583	00	01	86
	10092	00	02	45
	586	00	05	30
	576	00	00	35
	587	00	01	74
	588	00	04	81
	9189	00	02	26
	594	00	07	87
	593	00	00	10
	598	00	09	25
	596	00	02	06
	597	00	01	16
	604	00	04	27
	603	00	02	50
	602	00	01	88
	605	00	03	22
	601	00	00	28
	606	00	05	98
	607	00	02	59
	574	00	03	27

1	2	3	4	5
1) तालबस्त (निरंतर)	568	00	04	12
	567	00	07	49
	1014	00	07	76
	569	00	00	10
	10147	00	05	18
	564	00	02	04
	438	00	03	56
	563	00	07	87
	437	00	00	73
	9190	00	04	52
	436	00	00	10
	536/9491	00	06	00
	439	00	06	03
	440	00	02	35
	442	00	03	51
	443	00	05	41
	444	00	11	41
	448	00	22	43
	454	00	06	32
	451	00	00	10
	453	00	05	13
	455	00	08	81
	456	00	02	34
	457	00	06	97
	458	00	00	12
	461	00	22	51
	462	00	00	88
	463	00	16	19
	9474	00	02	79
	465	00	05	38
	465/9182	00	03	59
	466	00	05	51
	9224	00	00	43
	471	00	00	13
	468/9183	00	09	91
	468	00	00	10
	9660	00	03	77
	469	00	01	81

1	2	3	4	5
1) तालबस्त (निरंतर)	9584	00	09	71
	470	00	27	27
	472	00	01	53
	473	00	34	51
	480	00	00	10
	479	00	00	64
	478	00	08	37
	477	00	06	38
	476	00	10	92
	475	00	01	20
	9610	00	03	68
2) पदनपुर	721	00	02	79
	416/722	00	03	13
	723	00	04	21
	416/720	00	09	63
	410/725	00	03	01
	410/719	00	15	89
	397/718	00	12	25
	399/716	00	04	63
	398/715	00	04	24
	396/714	00	06	11
	549	00	01	07
	313/556	00	07	22
	551	00	00	61
	312/559	00	05	43
	311/558	00	05	45
	308/554	00	10	48
	314/563	00	00	40
	315/563	00	03	48
	317/565	00	02	89
	316/564	00	08	15
	381/566	00	04	50
	318/568	00	08	45
	319/567	00	12	98
	347/626	00	35	43
	364/649	00	04	16
	363/648	00	11	60
	348/627	00	00	43

1	2	3	4	5
2) पदनपुर (निरंतर)	349/628	00	10	39
	350/629	00	07	60
	344/622	00	02	47
	351/630	00	02	35
	352/632	00	04	80
	631	00	04	80
	353	00	03	26
	355/635	00	18	92
	342/617	00	03	20
	356/636	00	01	59
	640	00	01	36
	214/248	00	08	74
	212/246	00	01	70
	211/245	00	07	70
	210/244	00	12	11
	213/247	00	02	70
	207/241	00	04	68
	207/240	00	53	53
3) अरपुर	116	00	12	87
	60/115	00	08	00
	37/62	00	43	91
	63	00	02	31
	38/64	00	24	99
	39/68	00	09	94
	40/71	00	16	27
	72	00	00	10
	73	00	00	54
	75	00	01	47
	76	00	05	19
	77	00	00	37
	78	00	00	24
	93	00	00	98
	91	00	02	23
	89	00	03	24
	90	00	02	90
	88	00	00	39
	87	00	00	86
4) दुलणापुर	2875	00	04	76

1	2	3	4	5
4) दुलणापुर (निरंतर)	2883	00	00	30
	2874	00	00	54
	2881	00	01	58
	2876	00	08	53
	2877	00	07	62
	2878	00	04	80
	2873	00	02	24
	2869	00	06	63
	2893	00	03	80
	2894	00	02	72
	2867	00	08	11
	2866	00	08	25
	2925	00	06	68
	2926	00	01	13
	2927	00	05	52
	2864	00	00	11
	2863	00	01	06
	2862	00	05	77
	2929	00	10	63
	2928	00	02	74
	2931	00	03	93
	2932	00	11	06
	2827	00	03	58
	2828	00	23	76
	2821	00	07	29
	2822	00	09	35
	2810	00	08	47
	2809	00	09	53
	2808	00	02	39
	2823	00	00	16
	2801	00	17	90
	2803	00	00	10
	2802	00	01	12
	2800	00	00	73
	2798	00	00	35
	3011	00	04	79
	3010	00	03	54
	3919	00	00	70

1	2	3	4	5
4) दुलणापुर (निरंतर)	3012	00	04	43
	3009	00	16	78
	3008	00	05	85
	4063	00	06	22
	3020	00	07	77
	2324	00	22	60
	3026	00	00	62
	3025	00	01	01
	3024	00	00	72
	3021	00	00	28
	3023	00	03	68
	3033	00	03	45
	3034	00	03	01
	3036	00	01	85
	3022	00	07	77
	2328	00	00	25
	2327	00	00	82
	2325	00	09	67
	3037	00	01	63
	2323	00	13	56
	1327	00	05	39
	1331	00	04	24
	1332	00	00	10
	1328	00	00	27
	1329	00	02	62
	1330	00	03	87
	1521	00	17	93
	3836	00	02	31
	1422	00	02	24
	1523	00	07	96
	1527	00	04	72
	1529	00	13	11
	1530	00	19	90
	1546	00	25	80
	1536	00	00	10
	1539	00	05	34
	1538	00	08	38
	1540	00	00	20

1	2	3	4	5
4) दुलणापुर (निरंतर)	1565	00	03	85
	706	00	02	86
	707	00	00	10
	1566	00	00	12
	628	00	01	75
	704	00	03	50
	703	00	02	89
	702	00	02	31
	701	00	03	95
	681	00	16	50
	698	00	00	15
	697	00	01	14
	696	00	01	02
	680	00	02	18
	3821	00	00	10
	682	00	03	20
	688	00	03	06
	3822	00	01	84
	676	00	08	86
	679	00	01	84
	678	00	01	35
	677	00	06	24
	3954	00	01	09
	630	00	01	63
	642	00	03	70
	643	00	05	40
	645	00	06	86
	644	00	05	95
	641	00	00	69
	640	00	00	49
	639	00	00	55
	638	00	00	40
	637	00	00	81
	636	00	08	05
	604	00	02	63
	635	00	02	58
	605	00	12	77
	606	00	05	60

1	2	3	4	5
4) दुलणापुर (निरंतर)	4194	00	05	05
	4205	00	00	24
	601	00	07	59
	4193	00	00	10
	4190	00	06	49
	567	00	03	19
	566	00	03	57
	565	00	03	26
	563	00	01	34
	564	00	05	59
	559	00	06	33
	558	00	03	28
	411	00	01	45
	434	00	02	21
	3957	00	03	92
	433	00	01	27
	432	00	04	54
	412	00	00	65
	413	00	00	59
	414	00	00	12
	431	00	01	90
	430	00	01	08
	429	00	01	28
	428	00	00	48
	427	00	00	10
	439	00	00	10
	440	00	00	67
	441	00	01	54
	442	00	00	76
	443	00	00	10
	426	00	13	90
	445	00	00	11
	362	00	02	83
	423	00	01	22
	367	00	01	29
	366	00	03	52
	365	00	02	57
	364	00	01	60

1	2	3	4	5
4) दुलणापुर (निरंतर)	363	00	00	57
	368	00	00	10
	369	00	00	79
	370	00	02	17
	371	00	03	75
	3716	00	03	85
	3718	00	02	88
	351	00	03	43
	352	00	01	35
	377	00	02	74
	373	00	00	85
	348	00	08	33
	347	00	03	14
	346	00	02	35
	326	00	11	01
	325	00	18	23
	1885	00	09	77
	1890	00	07	99
	1886	00	00	68
	1888	00	09	77
	1889	00	09	77
	1894	00	06	46
	1895	00	07	43
	1896	00	08	15
	1904	00	00	36
	1903	00	01	11
	1905	00	07	65
	1906	00	02	35
	1907	00	04	87
	1902	00	02	93
	1901	00	02	05
	1910	00	12	00
	1909	00	00	24
	1911	00	00	17
	1912	00	00	47
	1913	00	12	37
	1952	00	01	93
	3791	00	02	28

1	2	3	4	5
4) दुलणापुर (निरंतर)	1917	00	00	29
	1916	00	00	11
	1918	00	09	61
	3027	00	01	85
5) गोबिन्दपुर	455/1336	00	00	42
	456/1338	00	07	22
	456/1399	00	31	61
	1366	00	13	62
	158/1342	00	05	20
	453/1312	00	01	89
	511/1810	00	10	01
	442/1608	00	18	18
	1367	00	04	25
	484/1524	00	38	72
	483/1523	00	08	16
	482/1522	00	03	23
	485/1525	00	00	17
	1528	00	10	19
	480/1520	00	00	10
	486/1553	00	13	35
	1536	00	01	48
	1537	00	10	32
	1538	00	04	32
	1539	00	00	27
	1540	00	03	29
	1541	00	06	54
	1545	00	00	10
	1546	00	05	56
	1547	00	00	41
	978	00	02	16
	1685	00	04	72
	1786	00	00	10
	788	00	00	16
	787	00	15	78
	786	00	61	21
	822	00	67	19
	823	00	52	58
	784	00	01	65

1	2	3	4	5
5) गोबिन्दपुर (निरंतर)	767	00	44	84
	766	00	04	37
	765	00	04	20
	764	00	01	34
	763	00	21	41
6) गडजीत्	193	00	57	79
	191	00	03	24
	188	00	58	06
	2318	00	03	92
	152	00	10	14
	153	00	39	12
	154	00	07	05
	681	00	43	74
	682	00	01	05
	683	00	01	76
	684	00	01	94
	1017	00	06	53
	5035	01	32	51
	1034	00	18	56
	1036	00	08	71
	1033	00	08	75
	1038	01	12	66
	1053	00	42	41
	1054	00	12	22
	3126	00	17	48
	2944	00	16	47
	1056	00	00	10
	1059	00	06	46
	1060	00	06	55
	1061	00	08	06
	1062	00	07	66
	1063	00	13	99
	1064	00	08	21
	2006	00	04	93
	1065	00	07	20
	1066	00	63	09
	1084	00	02	99
	1172	00	00	30

1	2	3	4	5
6) गडजीत (निरंतर)	1170	00	00	25
	1088	00	01	20
	1089	00	02	50
	2283	00	04	16
	1087	00	00	40
	1090	00	10	78
	1091	00	06	75
	3048	00	00	46
	1092	00	01	36
7) निस्तीपुर	2820	00	02	28
	2398	00	13	77
	2397	00	09	79
	2395	00	00	85
	2396	00	05	09
	2363	00	34	53
	2874	00	02	43
	2837	01	04	70
8) घासीपुट	1658	00	06	50
	1657	00	00	84
	1656	00	01	90
	1654	00	00	90
	1653	00	01	60
	1655	00	03	45
	1650	00	05	84
	1649	00	00	67
	1648	00	04	03
	1647	00	00	40
	1652	00	04	73
	1651	00	03	52
	1646	00	07	42
	1645	00	00	10
	1643	00	03	54
	1642	00	04	44
	1641	00	02	65
	1640	00	00	98
	1639	00	01	76
	1637	00	02	88
	841	00	00	42

1	2	3	4	5
8) घसीपुट (निरंतर)	1638	00	00	52
	1460	00	01	22
	1636	00	01	16
	1635	00	01	42
	1634	00	00	96
	1633	00	01	34
	1477	00	02	32
	1476	00	02	15
	1475	00	00	20
	1461	00	01	35
	1459	00	00	35
	1458	00	10	10
	1457	00	00	98
	1456	00	00	78
	1453	00	21	70
	1901	00	01	95
	1644	00	01	07
	1659	00	01	80
	1660	00	00	20
	1661	00	05	10
	1664	00	02	00
	1667	00	01	00

[फा सं. एल.-14014/70/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 29th October, 2010

S. O. 2680.— Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited to consumers in various parts of the country, Kakinada - Basudebpur - Howrah pipeline should be laid by M/s Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri Braja Kishore Panda, Competent Authority, Relogistics Infrastructure Limited, 1st Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar - 751023,Orissa State.

Schedule

Mandal/Tehsil/Taluk:Banki	District:Cuttack	State:Orissa		
Village	Survey No./Sub-Division	Area to be acquired for		
		Hec	Are	C-Are
1	2	3	4	5
1) Talabasta	4873	00	00	65
	4872	00	13	10
	4871	00	11	53
	4870	00	09	88
	4863	00	03	96
	4816	00	06	41
	4897	00	01	28
	4898	00	10	00
	4899	00	00	71
	4915	00	15	83
	4925	00	09	73
	4859	00	00	41
	5299	00	07	28
	5302	00	02	83
	5301	00	02	35
	5300	00	00	74
	5304	00	04	64
	5305	00	02	21
	5306	00	04	95
	5298	00	03	04
	5308	00	02	56
	5309	00	10	36
	5297	00	01	27
	5310	00	01	54
	5315	00	29	63
	5321	00	11	26
	5318	00	00	11
	5319	00	05	73
	5320	00	04	14
	5335	00	08	03
	5334	00	00	19
	5351	00	24	59
	5350	00	02	65
	5377	00	00	10
	10071	00	00	31
	5352	00	00	28
	5374	00	16	68

1	2	3	4	5
1) Talabasta (Contd)	5381	00	10	05
	9690	00	00	10
	9835	00	09	82
	5382	00	09	54
	5384	00	03	73
	5383	00	05	19
	5380	00	16	55
	3862	00	05	25
	3863	00	10	62
	3950	00	02	92
	3951	00	05	15
	3948	00	01	01
	3952	00	02	09
	3953	00	03	11
	3956	00	00	78
	9830	00	05	30
	3954	00	02	48
	3955	00	01	01
	3943	00	03	41
	3961	00	11	08
	3942	00	01	08
	3964	00	02	29
	9221	00	12	22
	3987	00	16	43
	3986	00	03	18
	3985	00	00	44
	3971	00	00	86
	3972	00	02	40
	3984	00	02	75
	3973	00	09	86
	3974	00	07	26
	3982	00	01	93
	3981	00	06	92
	3975	00	00	75
	3977	00	00	66
	3979	00	04	37
	9673	00	05	17
	3978	00	11	81

1	2	3	4	5
1) Talabasta (Contd)	3995	00	04	94
	2603	00	19	80
	2602	00	20	06
	2607	00	01	96
	2606	00	02	30
	2605	00	02	89
	2604	00	04	50
	2603/10128	00	04	91
	2566	00	00	10
	2566/10115	00	03	30
	2567/10116	00	02	99
	2567	00	01	20
	2568	00	10	70
	2565	00	00	91
	10114	00	00	87
	1464	00	09	58
	1463	00	05	86
	1462	00	05	17
	1393	00	08	42
	1392	00	04	78
	1350	00	07	21
	1390	00	09	87
	1354	00	22	65
	1351	00	08	00
	1353	00	03	89
	9476	00	03	21
	1587	00	00	39
	9477	00	03	36
	1357	00	07	56
	1582/9670	00	05	51
	1580	00	14	63
	1578	00	07	09
	1577	00	06	43
	1585	00	06	58
	1576	00	04	91
	1586	00	02	63
	9538	00	09	97
	1575	00	08	67

1	2	3	4	5
1) Talabasta (Contd)	1590	00	05	85
	1591	00	02	93
	1589	00	04	45
	1592	00	08	04
	1593	00	21	34
	1594	00	04	15
	1600	00	02	03
	1601	00	03	16
	1602	00	11	97
	1655	00	01	78
	1648	00	04	01
	1654	00	00	27
	1649	00	06	53
	1650	00	00	43
	1651	00	09	65
	1652	00	08	99
	1644	00	00	10
	1690	00	03	98
	1687	00	01	38
	1688	00	05	90
	1689	00	21	25
	1686	00	01	97
	981	00	00	53
	980	00	16	66
	949	00	01	40
	950	00	07	04
	951	00	05	67
	948	00	01	31
	947	00	00	10
	9193	00	03	54
	952	00	00	26
	953	00	03	82
	946	00	06	92
	945	00	01	37
	956	00	01	89
	959	00	19	42
	961	00	08	44
	962	00	23	48

1	2	3	4	5
1) Talabasta (Contd)	868	00	12	58
	869	00	00	10
	870	00	06	72
	865	00	00	10
	885	00	09	31
	9550	00	23	29
	886	00	01	35
	890	00	06	58
	887	00	00	22
	889	00	11	76
	660	00	07	89
	656	00	00	97
	655	00	21	48
	628	00	12	19
	631	00	00	10
	632	00	01	31
	585	00	04	79
	584	00	03	27
	583	00	01	86
	10092	00	02	45
	586	00	05	30
	576	00	00	35
	587	00	01	74
	588	00	04	81
	9189	00	02	26
	594	00	07	87
	593	00	00	10
	598	00	09	25
	596	00	02	06
	597	00	01	16
	604	00	04	27
	603	00	02	50
	602	00	01	88
	605	00	03	22
	601	00	00	28
	606	00	05	98
	607	00	02	59
	574	00	03	27

1	2	3	4	5
1) Talabasta (Contd)	568	00	04	12
	567	00	07	49
	1014	00	07	76
	569	00	00	10
	10147	00	05	18
	564	00	02	04
	438	00	03	56
	563	00	07	87
	437	00	00	73
	9190	00	04	52
	436	00	00	10
	536/9491	00	06	00
	439	00	06	03
	440	00	02	35
	442	00	03	51
	443	00	05	41
	444	00	11	41
	448	00	22	43
	454	00	06	32
	451	00	00	10
	453	00	05	13
	455	00	08	81
	456	00	02	34
	457	00	06	97
	458	00	00	12
	461	00	22	51
	462	00	00	88
	463	00	16	19
	9474	00	02	79
	465	00	05	38
	465/9182	00	03	59
	466	00	05	51
	9224	00	00	43
	471	00	00	13
	468/9183	00	09	91
	468	00	00	10
	9660	00	03	77
	469	00	01	81

1	2	3	4	5
1) Talabasta (Contd)	9584	00	09	71
	470	00	27	27
	472	00	01	53
	473	00	34	51
	480	00	00	10
	479	00	00	64
	478	00	08	37
	477	00	06	38
	476	00	10	92
	475	00	01	20
	9610	00	03	68
2) Padanpur	721	00	02	79
	416/722	00	03	13
	723	00	04	21
	416/720	00	09	63
	410/725	00	03	01
	410/719	00	15	89
	397/718	00	12	25
	399/716	00	04	63
	398/715	00	04	24
	396/714	00	06	11
	549	00	01	07
	313/556	00	07	22
	551	00	00	61
	312/559	00	05	43
	311/558	00	05	45
	308/554	00	10	48
	314/563	00	00	40
	315/563	00	03	48
	317/565	00	02	89
	316/564	00	08	15
	381/566	00	04	50
	318/568	00	08	45
	319/567	00	12	98
	347/626	00	35	43
	364/649	00	04	16
	363/648	00	11	60
	348/627	00	00	43

1	2	3	4	5
2) Padanpur (Contd)	349/628	00	10	39
	350/629	00	07	60
	344/622	00	02	47
	351/630	00	02	35
	352/632	00	04	80
	631	00	04	80
	353	00	03	26
	355/635	00	18	92
	342/617	00	03	20
	356/636	00	01	59
	640	00	01	36
	214/248	00	08	74
	212/246	00	01	70
	211/245	00	07	70
	210/244	00	12	11
	213/247	00	02	70
	207/241	00	04	68
	207/240	00	53	53
3) Arapur	116	00	12	87
	60/115	00	08	00
	37/62	00	43	91
	63	00	02	31
	38/64	00	24	99
	39/68	00	09	94
	40/71	00	16	27
	72	00	00	10
	73	00	00	54
	75	00	01	47
	76	00	05	19
	77	00	00	37
	78	00	00	24
	93	00	00	98
	91	00	02	23
	89	00	03	24
	90	00	02	90
	88	00	00	39
	87	00	00	86
4) Dulanapur	2875	00	04	76

1	2	3	4	5
4) Dulanapur (Contd)	2883	00	00	30
	2874	00	00	54
	2881	00	01	98
	2876	00	08	53
	2877	00	07	62
	2878	00	04	80
	2873	00	02	24
	2869	00	06	63
	2893	00	03	80
	2894	00	02	72
	2867	00	08	11
	2866	00	08	25
	2925	00	06	68
	2926	00	01	13
	2927	00	05	52
	2864	00	00	11
	2863	00	01	06
	2862	00	05	77
	2929	00	10	63
	2928	00	02	74
	2931	00	03	93
	2932	00	11	06
	2827	00	03	58
	2828	00	23	76
	2821	00	07	29
	2822	00	09	35
	2810	00	08	47
	2809	00	09	53
	2808	00	02	39
	2823	00	00	16
	2801	00	17	90
	2803	00	00	10
	2802	00	01	12
	2800	00	00	73
	2798	00	00	35
	3011	00	04	79
	3010	00	03	54
	3919	00	00	70

1	2	3	4	5
4) Dulanapur (Contd)	3012	00	04	43
	3009	00	16	78
	3008	00	05	85
	4063	00	06	22
	3020	00	07	77
	2324	00	22	60
	3026	00	00	62
	3025	00	01	01
	3024	00	00	72
	3021	00	00	28
	3023	00	03	68
	3033	00	03	45
	3034	00	03	01
	3036	00	01	85
	3022	00	07	77
	2328	00	00	25
	2327	00	00	82
	2325	00	09	67
	3037	00	01	63
	2323	00	13	56
	1327	00	05	39
	1331	00	04	24
	1332	00	00	10
	1328	00	00	27
	1329	00	02	62
	1330	00	03	87
	1521	00	17	93
	3836	00	02	31
	1422	00	02	24
	1523	00	07	96
	1527	00	04	72
	1529	00	13	11
	1530	00	19	90
	1546	00	25	80
	1536	00	00	10
	1539	00	05	34
	1538	00	08	38
	1540	00	00	20

1	2	3	4	5
4) Dulanapur (Contd)	1565	00	03	85
	706	00	02	86
	707	00	00	10
	1566	00	00	12
	628	00	01	75
	704	00	03	50
	703	00	02	89
	702	00	02	31
	701	00	03	95
	681	00	16	50
	698	00	00	15
	697	00	01	14
	696	00	01	02
	680	00	02	18
	3821	00	00	10
	682	00	03	20
	688	00	03	06
	3822	00	01	84
	676	00	08	86
	679	00	01	84
	678	00	01	35
	677	00	06	24
	3954	00	01	09
	630	00	01	63
	642	00	03	70
	643	00	05	40
	645	00	06	86
	644	00	05	95
	641	00	00	69
	640	00	00	49
	639	00	00	55
	638	00	00	40
	637	00	00	81
	636	00	08	05
	604	00	02	63
	635	00	02	58
	605	00	12	77
	606	00	05	60

1	2	3	4	5
4) Dulanapur (Contd)	4194	00	05	05
	4205	00	00	24
	601	00	07	59
	4193	00	00	10
	4190	00	06	49
	567	00	03	19
	566	00	03	57
	565	00	03	26
	563	00	01	34
	564	00	05	59
	559	00	06	33
	558	00	03	28
	411	00	01	45
	434	00	02	21
	3957	00	03	92
	433	00	01	27
	432	00	04	54
	412	00	00	65
	413	00	00	59
	414	00	00	12
	431	00	01	90
	430	00	01	08
	429	00	01	28
	428	00	00	48
	427	00	00	10
	439	00	00	10
	440	00	00	67
	441	00	01	54
	442	00	00	76
	443	00	00	10
	426	00	13	90
	445	00	00	11
	362	00	02	83
	423	00	01	22
	367	00	01	29
	366	00	03	52
	365	00	02	57
	364	00	01	60

1	2	3	4	5
4) Dulanapur (Contd)	363	00	00	57
	368	00	00	10
	369	00	00	79
	370	00	02	17
	371	00	03	75
	3716	00	03	85
	3718	00	02	88
	351	00	03	43
	352	00	01	35
	377	00	02	74
	373	00	00	85
	348	00	08	33
	347	00	03	14
	346	00	02	35
	326	00	11	01
	325	00	18	23
	1885	00	09	77
	1890	00	07	99
	1886	00	00	68
	1888	00	09	77
	1889	00	09	77
	1894	00	06	46
	1895	00	07	43
	1896	00	08	15
	1904	00	00	56
	1903	00	01	11
	1905	00	07	65
	1906	00	02	35
	1907	00	04	87
	1902	00	02	93
	1901	00	02	05
	1910	00	12	00
	1909	00	00	24
	1911	00	00	17
	1912	00	00	47
	1913	00	12	37
	1952	00	01	93
	3791	00	02	28

1	2	3	4	5
4) Dulanapur (Contd)	1917	00	00	29
	1916	00	00	11
	1918	00	09	61
	3027	00	01	85
5) Gobind Pur	455/1336	00	00	42
	456/1338	00	07	22
	456/1399	00	31	61
	1366	00	13	62
	158/1342	00	05	20
	453/1312	00	01	89
	511/1810	00	10	01
	442/1608	00	18	18
	1367	00	04	25
	484/1524	00	38	72
	483/1523	00	08	16
	482/1522	00	03	23
	485/1525	00	00	17
	1528	00	10	19
	480/1520	00	00	10
	486/1553	00	13	35
	1536	00	01	48
	1537	00	10	32
	1538	00	04	32
	1539	00	00	27
	1540	00	03	29
	1541	00	06	54
	1545	00	00	10
	1546	00	05	56
	1547	00	00	41
	978	00	02	16
	1685	00	04	72
	1786	00	00	10
	788	00	00	16
	787	00	15	78
	786	00	61	21
	822	00	67	19
	823	00	52	58
	784	00	01	65

1	2	3	4	5
5) Gobind Pur (Contd)	767	00	44	84
	766	00	04	37
	765	00	04	20
	764	00	01	34
	763	00	21	41
6) Garajit	193	00	57	79
	191	00	03	24
	188	00	58	06
	2318	00	03	92
	152	00	10	14
	153	00	39	12
	154	00	07	05
	681	00	43	74
	682	00	01	05
	683	00	01	76
	684	00	01	94
	1017	00	06	53
	5035	01	32	51
	1034	00	18	56
	1036	00	08	71
	1033	00	08	75
	1038	01	12	66
	1053	00	42	41
	1054	00	12	22
	3126	00	17	48
	2944	00	16	47
	1056	00	00	10
	1059	00	06	46
	1060	00	06	55
	1061	00	08	06
	1062	00	07	66
	1063	00	13	99
	1064	00	08	21
	2006	00	04	93
	1065	00	07	20
	1066	00	63	09
	1084	00	02	99
	1172	00	00	30

1	2	3	4	5
6) Garajit (Contd)	1170	00	00	25
	1088	00	01	20
	1089	00	02	50
	2283	00	04	16
	1087	00	00	40
	1090	00	10	78
	1091	00	06	75
	3048	00	00	46
	1092	00	01	36
7) Nistipur	2820	00	02	28
	2398	00	13	77
	2397	00	09	79
	2395	00	00	85
	2396	00	05	09
	2363	00	34	53
	2874	00	02	43
	2837	01	04	70
8) Ghasiput	1658	00	06	50
	1657	00	00	84
	1656	00	01	90
	1654	00	00	90
	1653	00	01	60
	1655	00	03	45
	1650	00	05	84
	1649	00	00	67
	1648	00	04	03
	1647	00	00	40
	1652	00	04	73
	1651	00	03	52
	1646	00	07	42
	1645	00	00	10
	1643	00	03	54
	1642	00	04	44
	1641	00	02	65
	1640	00	00	98
	1639	00	01	76
	1637	00	02	88
	841	00	00	42

1	2	3	4	5
8) Ghasiput (Contd)	1638	00	00	52
	1460	00	01	22
	1636	00	01	16
	1635	00	01	42
	1634	00	00	86
	1633	00	01	34
	1477	00	02	32
	1476	00	02	15
	1475	00	00	20
	1461	00	01	35
	1459	00	00	35
	1458	00	10	10
	1457	00	00	98
	1456	00	00	78
	1453	00	21	70
	1901	00	01	95
	1644	00	01	07
	1659	00	01	80
	1660	00	00	20
	1661	00	05	10
	1664	00	02	00
	1667	00	01	00

[F. No. L-14014/70/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 29 अक्तूबर, 2010

का. आ. 2681.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएन्स इंडस्ट्रीज लिमिटेड की आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-वासुदेवपुर-हावड़ा पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपायोग के अधिकार के अर्जन के संबंध में श्री ब्रज किशोर पंडा, सक्षम प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, प्रथम मंजिल, फोर्चुन टावर, चन्द्रशेखरपुर, भुवनेश्वर - 751023, ओडिशा राज्य को लिखित रुप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक :वंकी	जिला :कटक	राज्य : ओडिशा		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) कुसपंगी	3178	00	00	34
	3177	00	00	63
	3172	00	00	74
	3165	00	00	55
	3164	00	01	50
	3163	00	00	74
	3142	00	03	57
	3140	00	08	87
	3141	00	04	43
	3139	00	03	45
	4167	00	04	81
	3136	00	01	00
	3135	00	04	85
	3129	00	04	65
	3127	00	05	89
	3126	00	00	39
	3128	00	06	09
	3132	00	04	46
	3131	00	00	88
	3130	00	00	85
	2872	00	01	35
	2873	00	00	67
	3124	00	01	78
	3123	00	02	32
	2874	00	02	15
	2875	00	00	33
	2878/4410	00	02	09
	2878	00	03	68
	2878/4411	00	03	30
	2877	00	00	12
	2879	00	01	35
	2880	00	00	79
	2881	00	02	33
	2838	00	05	05
	2883	00	01	10
	2882	00	02	04
	2871	00	01	86

1	2	3	4	5
1) कुसपंगी (निरंतर)	416	00	02	68
	2837	00	01	71
	2855	00	00	97
	2835	00	13	97
	2834	00	13	52
	2833	00	01	46
	2674	00	09	98
	2650	00	00	10
	2675	00	27	34
	2676	00	02	50
	2645	00	00	97
	2614	00	03	19
	2613	00	00	10
	2615	00	03	48
	2616	00	05	94
	2617	00	06	89
	2618	00	03	02
	2619	00	02	25
	2620	00	00	32
	2621	00	02	91
	2625	00	04	37
	2622	00	01	61
	2623	00	02	77
	2624	00	02	81
	2521	00	00	10
	2625/4400	00	01	97
	2403	00	01	09
	4705	00	01	43
	2425/4401	00	00	57
	2743	00	02	51
	2520	00	00	56
	2519	00	00	99
	2518	00	01	74
	2517	00	01	91
	2514	00	01	60
	2513	00	00	97
	2512	00	02	53
	2510	00	02	69
	2506	00	02	44
	2507	00	02	28

1	2	3	4	5
1) कुसपंगी (निरंतर)	2508	00	00	10
	2505	00	02	05
	2502	00	02	86
	2503	00	00	10
	2501	00	01	99
	2500	00	00	25
	2498	00	02	46
	2499	00	00	56
	2497	00	02	44
	2496	00	00	82
	2495	00	00	46
	2494	00	00	72
	2493	00	02	95
	2491	00	05	98
	2490	00	04	66
	2488	00	03	16
	2487	00	03	02
	2486	00	01	86
	2485	00	03	60
	2484	00	02	12
	2483	00	01	94
	2482	00	02	13
	2481	00	02	17
	2480	00	05	00
	2479	00	04	81
	2478	00	03	06
	2477	00	00	53
	2476	00	00	83
	2475	00	03	57
	2474	00	08	57
	2473	00	01	76
	1694	00	02	71
	1693	00	02	56
	1692	00	02	84
	1691	00	02	40
	1690	00	00	67
	1689	00	03	66
	1688	00	04	41
	1687	00	05	22
	1686	00	01	99

1	2	3	4	5
1) कुसपंगी (निरंतर)	1685	00	01	69
	1492	00	07	02
	1497	00	00	10
	1491	00	06	64
	1498	00	03	50
	1490	00	02	24
	1489/4402	00	03	55
	1486	00	03	72
	1487	00	00	10
	1485	00	03	94
	1484	00	03	59
	1482	00	03	99
	1483	00	02	76
	1479	00	00	22
	1480	00	00	69
	1481	00	00	82
	1470	00	02	32
	1468	00	00	10
	1469	00	01	14
	1410	00	07	74
	1434	00	00	10
	1417	00	02	43
	1418	00	01	97
	1419	00	04	10
	1422	00	08	00
	1423	00	02	17
	1424	00	02	35
	1425	00	00	27
	1426	00	01	75
	1427	00	00	36
	1428	00	02	68
	4382	00	04	45
	1429	00	02	25
	1705	00	04	46
	1430	00	03	98
	1431	00	03	28
	934/4356	00	00	54
	989	00	02	09
	1432	00	02	60
	4105	00	01	66

1	2	3	4	5
1) कुसपंगी (निरंतर)	975	00	27	32
	971/4122	00	00	29
	877	00	14	78
	973	00	02	01
	4345	00	04	30
	961	00	03	83
	958	00	21	19
	960	00	68	82
	82	00	38	30
	42	00	02	87
	81	00	02	73
	80	00	77	86
	72	00	41	29
	4362	00	09	35
2) चकुलेस्वर	1287	00	15	83
	1283	00	44	82
	1284	00	13	42
	1292	00	09	09
	836	00	00	10
	835	00	03	07
	834	00	02	13
	833	00	08	32
	832	00	03	40
	854	00	00	83
	855	00	02	92
	856	00	03	88
	857	00	04	27
	801	00	04	05
	860	00	02	63
	861	00	02	17
	800	00	10	31
	863	00	00	13
	789	00	22	34
	973	00	02	90
	782	00	00	25
	788	00	02	44
	787	00	03	87
	790	00	00	70
	766	00	01	74
	784	00	00	51

1	2	3	4	5
2) चकुलेस्वर (निरंतर)	786	00	02	34
	785	00	01	99
	772	00	03	44
	771	00	03	10
	769	00	02	65
	697	00	01	63
	695	00	04	17
	696	00	03	17
	768	00	00	12
	698	00	01	72
	699	00	01	44
	700	00	01	82
	701	00	04	48
	694	00	01	49
	692	00	00	53
	660	00	03	93
	659	00	00	68
	661	00	02	49
	676	00	00	10
	662	00	03	51
	663	00	01	04
	664	00	01	56
	669	00	00	71
	668	00	02	48
	666	00	01	86
	665	00	00	23
	667	00	02	28
	670	00	04	93
	674	00	00	52
	671	00	02	17
	672	00	04	80
	640	00	02	11
	639	00	01	28
	673	00	03	72
	569	00	03	24
	570	00	03	25
	571	00	02	94
	572	00	00	21
	387	00	00	10
	386	00	01	33

1	2	3	4	5
2) चकुलेस्वर (निरंतर)	385	00	03	22
	384	00	01	83
	382	00	00	10
	383	00	25	02
	374	00	03	08
	373	00	05	61
	372	00	03	14
	371	00	01	55
	370	00	04	12
	369	00	05	41
	368	00	03	81
	366	00	03	31
	365	00	02	09
	364	00	06	78
	363	00	02	32
	400	00	01	08
	362	00	08	94
	401	00	01	00
	323	00	14	95
	402	00	00	24
	1420	00	13	95
	322	00	06	33
	224	00	01	37
	222	00	00	87
	223	00	00	27
	225	00	02	40
	228	00	09	20
	229	00	11	08
	234	00	23	86
	1384	00	01	44
	235	00	01	28
	236	00	10	94
	237	00	00	10
3) पायपुर	65	00	18	39
	69	00	27	93
	106	00	01	61
	78	00	03	39
	105	00	04	22
	104	00	07	22
	103	00	07	34

1	2	3	4	5
3) पाथपुर (निरंतर)	102	00	00	65
	79	00	00	61
	101	00	28	28
	100	00	01	01
	99	00	08	16
	97	00	16	37
	98	00	09	08
	83	00	17	78
	90	00	11	31
	89	00	03	29
	88	00	05	67
	84	00	03	04
	85	00	31	14
	176	00	18	72
4) महानदी (नदी)	39	01	21	10
	40	01	03	89
मंडल/ तेहसिल/ तालुक ःअठागढ	जिला ःकटक	राज्य ःओडिशा		
1) कन्दरपुर	313	01	12	46
	548	00	09	56
	542	00	08	38
	499	00	05	22
	500	00	04	66
	496	00	07	11
	494	00	04	71
	492	00	04	60
	495	00	02	06
	488	00	01	37
	489	00	01	89
	490	00	00	21
	491	00	06	23
	740	00	00	95
	739	00	06	96
	738	00	01	97
	1932	00	03	98
	744	00	30	70
	746	00	02	35
	753	00	05	24
	754	00	04	67
	755	00	03	47
	756	00	04	73
	749	00	02	79

1	2	3	4	5
1) कन्दरपुर (निरंतर)	757	00	03	48
	758	00	05	10
	759	00	01	67
	766	00	01	26
	782	00	02	00
	783	00	10	17
	781	00	00	58
	786	00	06	68
	789	00	04	40
	790	00	03	25
	793	00	04	23
	795	00	03	04
	796	00	01	65
	797	00	02	85
	806	00	04	16
	807	00	06	85
	775	00	00	36
	774	00	01	57
	808	00	11	30
	809	00	14	75
	810	00	11	60
	811	00	00	70
	812	00	00	10
	814	00	00	10
	816	00	12	20
	393/1857	00	15	08
	817	00	12	90
	818	00	11	35
	819	00	12	17
	820	00	06	53
	822	00	19	97
	823	00	11	80
	824	00	10	85
	825	00	07	70
	826	00	00	10
	837	00	02	94
	838	00	14	30
	884	00	21	35
	840	00	22	50
	841	00	08	45

1	2	3	4	5
1) कन्दरपुर (निरंतर)	843	00	14	33
	844	00	08	52
	881	00	22	43
	883	00	02	87
	882	00	22	65
	901	00	00	10
	902	00	03	33
	880	00	07	85
	903	00	14	17
	845	00	04	89
	846	00	04	55
	847	00	19	00
	858	00	12	68
	848	00	07	32
	849	00	00	80
	857	00	06	34
	851	00	02	85
	852	00	26	10
	853	00	20	52
	855	00	23	66
	854	00	05	01
	745/1886	00	04	75
	839	00	22	95

[फा सं. एल.-14014/71/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 29th October, 2010

S. O. 2681.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited to consumers in various parts of the country, Kakinada - Basudebpur - Howrah pipeline should be laid by M/s Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri Braja Kishore Panda, Competent Authority, Relogistics Infrastructure Limited, 1st Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar - 751023,Orissa State.

Schedule

Mandal/Tehsil/Taluk:Banki	District:Cuttack	State:Orissa		
Village	Survey No./Sub-Division	Area to be acquired for		
		Hec	Are	C-Are
1	2	3	4	5
1) Kusupangi	3178	00	00	34
	3177	00	00	63
	3172	00	00	74
	3165	00	00	55
	3164	00	01	50
	3163	00	00	74
	3142	00	03	57
	3140	00	08	87
	3141	00	04	43
	3139	00	03	45
	4167	00	04	81
	3136	00	01	00
	3135	00	04	85
	3129	00	04	65
	3127	00	05	89
	3126	00	00	39
	3128	00	06	09
	3132	00	04	46
	3131	00	00	88
	3130	00	00	85
	2872	00	01	35
	2873	00	00	67
	3124	00	01	78
	3123	00	02	32
	2874	00	02	15
	2875	00	00	33
	2878/4410	00	02	09
	2878	00	03	68
	2878/4411	00	03	30
	2877	00	00	12
	2879	00	01	35
	2880	00	00	79
	2881	00	02	33
	2838	00	05	05
	2883	00	01	10
	2882	00	02	04
	2871	00	01	86

1	2	3	4	5
1) Kusupangi (Contd)	416	00	02	68
	2837	00	01	71
	2855	00	00	97
	2835	00	13	97
	2834	00	13	52
	2833	00	01	46
	2674	00	09	98
	2650	00	00	10
	2675	00	27	34
	2676	00	02	50
	2645	00	00	97
	2614	00	03	19
	2613	00	00	10
	2615	00	03	48
	2616	00	05	94
	2617	00	06	89
	2618	00	03	02
	2619	00	02	25
	2620	00	00	32
	2621	00	02	91
	2625	00	04	37
	2622	00	01	61
	2623	00	02	77
	2624	00	02	81
	2521	00	00	10
	2625/4400	00	01	97
	2403	00	01	09
	4705	00	01	43
	2425/4401	00	00	57
	2743	00	02	51
	2520	00	00	56
	2519	00	00	99
	2518	00	01	74
	2517	00	01	91
	2514	00	01	60
	2513	00	00	97
	2512	00	02	53
	2510	00	02	69
	2506	00	02	44
	2507	00	02	28

1	2	3	4	5
1) Kusupangi (Contd)	2508	00	00	10
	2505	00	02	05
	2502	00	02	86
	2503	00	00	10
	2501	00	01	99
	2500	00	00	25
	2498	00	02	46
	2499	00	00	56
	2497	00	02	44
	2496	00	00	82
	2495	00	00	46
	2494	00	00	72
	2493	00	02	95
	2491	00	05	98
	2490	00	04	66
	2488	00	03	16
	2487	00	03	02
	2486	00	01	86
	2485	00	03	60
	2484	00	02	12
	2483	00	01	94
	2482	00	02	13
	2481	00	02	17
	2480	00	05	00
	2479	00	04	81
	2478	00	03	06
	2477	00	00	53
	2476	00	00	83
	2475	00	03	57
	2474	00	08	57
	2473	00	01	76
	1694	00	02	71
	1693	00	02	56
	1692	00	02	84
	1691	00	02	40
	1690	00	00	67
	1689	00	03	66
	1688	00	04	41
	1687	00	05	22
	1686	00	01	99

1	2	3	4	5
1) Kusupangi (Contd)	1685	00	01	69
	1492	00	07	02
	1497	00	00	10
	1491	00	06	64
	1498	00	03	50
	1490	00	02	24
	1489/4402	00	03	55
	1486	00	03	72
	1487	00	00	10
	1485	00	03	94
	1484	00	03	89
	1482	00	03	99
	1483	00	02	76
	1479	00	00	22
	1480	00	00	69
	1481	00	00	82
	1470	00	02	32
	1468	00	00	10
	1469	00	01	14
	1410	00	57	74
	1434	00	00	10
	1417	00	02	43
	1418	00	01	97
	1419	00	04	39
	1422	00	08	01
	1423	00	02	17
	1424	00	02	35
	1425	00	00	27
	1426	00	01	75
	1427	00	00	36
	1428	00	02	68
	4382	00	04	45
	1429	00	02	25
	1705	00	04	46
	1430	00	03	98
	1431	00	03	28
	934/4356	00	00	54
	989	00	02	09
	1432	00	02	60
	4105	00	01	66

1	2	3	4	5
1) Kusupangi (Contd)	975	00	27	32
	971/4122	00	00	29
	877	00	14	78
	973	00	02	01
	4345	00	04	30
	961	00	03	83
	958	00	21	19
	960	00	68	82
	82	00	38	30
	42	00	02	87
	81	00	02	73
	80	00	77	86
	72	00	41	29
	4362	00	09	35
2) Chakuleswar	1287	00	15	83
	1283	00	44	82
	1284	00	13	42
	1292	00	09	09
	836	00	00	10
	835	00	03	07
	834	00	02	13
	833	00	08	32
	832	00	03	40
	854	00	00	83
	855	00	02	92
	856	00	03	88
	857	00	04	27
	801	00	04	05
	860	00	02	63
	861	00	02	17
	800	00	10	31
	863	00	00	13
	789	00	22	34
	973	00	02	90
	782	00	00	25
	788	00	02	44
	787	00	03	87
	790	00	00	70
	766	00	01	74
	784	00	00	51

1	2	3	4	5
2) Chakuleswar (Contd)	786	00	02	34
	785	00	01	99
	772	00	03	44
	771	00	03	10
	769	00	02	65
	697	00	01	63
	695	00	04	17
	696	00	03	17
	768	00	00	12
	698	00	01	72
	699	00	01	44
	700	00	01	82
	701	00	04	48
	694	00	01	49
	692	00	00	53
	660	00	03	93
	659	00	00	68
	661	00	02	49
	676	00	00	10
	662	00	03	51
	663	00	01	04
	664	00	01	56
	669	00	00	71
	668	00	02	48
	666	00	01	86
	665	00	00	23
	667	00	02	28
	670	00	04	93
	674	00	00	52
	671	00	02	17
	672	00	04	80
	640	00	02	11
	639	00	01	28
	673	00	03	72
	569	00	03	24
	570	00	03	25
	571	00	02	94
	572	00	00	21
	387	00	00	10
	386	00	01	33

1	2	3	4	5
2) Chakuleswar (Contd)	385	00	03	22
	384	00	01	83
	382	00	00	10
	383	00	25	02
	374	00	03	08
	373	00	05	61
	372	00	03	14
	371	00	01	55
	370	00	04	12
	369	00	05	41
	368	00	03	81
	366	00	03	31
	365	00	02	09
	364	00	06	78
	363	00	02	32
	400	00	01	08
	362	00	08	94
	401	00	01	00
	323	00	14	95
	402	00	00	24
	1420	00	13	95
	322	00	06	33
	224	00	01	37
	222	00	00	87
	223	00	00	27
	225	00	02	40
	228	00	09	20
	229	00	11	08
	234	00	23	86
	1384	00	01	44
	235	00	01	28
	236	00	10	94
	237	00	00	10
3) Pathapur	65	00	18	39
	69	00	27	93
	106	00	01	61
	78	00	03	39
	105	00	04	22
	104	00	07	22
	103	00	07	34

1	2	3	4	5
3) Pathapur (Contd)	102	00	00	65
	79	00	00	61
	101	00	28	28
	100	00	01	01
	99	00	08	16
	97	00	16	37
	98	00	09	08
	83	00	17	78
	90	00	11	31
	89	00	03	29
	88	00	05	67
	84	00	03	04
	85	00	31	14
	176	00	18	72
4) Mahanadi (River)	39	01	21	10
	40	01	03	89
Mandal/Tehsil/Taluk:Athagad	**District:Cuttack**	**State:Orissa**		
1) Kandarpur	313	01	12	40
	548	00	09	56
	542	00	08	38
	499	00	05	22
	500	00	04	65
	496	00	07	11
	494	00	04	71
	492	00	04	60
	495	00	02	06
	488	00	01	37
	489	00	01	80
	490	00	00	21
	491	00	06	23
	740	00	00	95
	739	00	06	96
	738	00	01	97
	1932	00	03	98
	744	00	30	70
	746	00	02	35
	753	00	05	24
	754	00	04	67
	755	00	03	47
	756	00	04	70
	749	00	02	79

1	2	3	4	5
1) Kandarpur (Contd)	757	00	03	48
	758	00	05	10
	759	00	01	67
	766	00	01	26
	782	00	02	00
	783	00	10	17
	781	00	00	58
	786	00	06	68
	789	00	04	40
	790	00	03	25
	793	00	04	23
	795	00	03	04
	796	00	01	65
	797	00	02	85
	806	00	04	16
	807	00	06	85
	775	00	00	36
	774	00	01	57
	808	00	11	30
	809	00	14	75
	810	00	11	60
	811	00	00	70
	812	00	00	10
	814	00	00	10
	816	00	12	20
	393/1857	00	15	08
	817	00	12	90
	818	00	11	35
	819	00	12	17
	820	00	06	53
	822	00	19	97
	823	00	11	80
	824	00	10	85
	825	00	07	70
	826	00	00	10
	837	00	02	94
	838	00	14	30
	884	00	21	35
	840	00	22	50
	841	00	08	45

1	2	3	4	5
1) Kandarpur (Contd)	843	00	14	33
	844	00	08	52
	881	00	22	43
	883	00	02	87
	882	00	22	65
	901	00	00	10
	902	00	03	33
	880	00	07	85
	903	00	14	17
	845	00	04	89
	846	00	04	55
	847	00	19	00
	858	00	12	68
	848	00	07	32
	849	00	00	80
	857	00	06	34
	851	00	02	85
	852	00	26	10
	853	00	20	52
	855	00	23	66
	854	00	05	01
	745/1886	00	04	75
	839	00	22	95

[F. No. L-14014/71/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 29 अक्तूबर, 2010

का. आ. 2682.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएन्स इंडस्ट्रीज लिमिटेड की आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-वासुदेवपुर-हावड़ा पाइपलाइन विछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन विछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन विछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अव, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन विछाई जाने के लिए उपायोग के अधिकार के अर्जन के संवंध में श्री व्रज किशोर पंडा, सक्षम प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, प्रथम मंजिल, फोर्च्युन टावर, चन्द्रशेखरपुर, भुवनेश्वर - 751023, ओडिशा राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक ःवनपुर	जिला ःखोरडा	गज्य ः ओडिशा		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) पाटपुर सासन	28	00	06	84
	26	00	00	26
	27	00	12	79
	24	00	05	19
	29	00	01	63
	23	00	01	01
	67	00	08	26
	65	00	09	13
	62	00	09	94
	61	00	10	28
	58	00	05	48
	59	00	01	53
	56	00	13	61
	54	00	00	15
	55	00	05	02
	359	00	07	23
	85	00	13	24
	87	00	06	23
	112	00	00	10
	88	00	04	16
	111	00	01	64
	110	00	00	10
	90	00	07	84
	91	00	08	51
	92	00	08	37
	93	00	00	68
	101	00	08	46
	100	00	00	47
	94	00	04	44
	98	00	09	46
	96	00	07	98
2) गोपालपुर सासन	59	00	01	82
	60	00	05	14
	61	00	09	34
	62	00	06	98
	65	00	08	74
	64	00	00	10
	66	00	01	24
	67	00	32	90
	69	00	03	47
	92	00	00	40
	96	00	05	58
	94	00	21	57

1	2	3	4	5
2) गोपालपुर सासन (निरंतर)	93	00	03	63
	95	00	00	10
	115	00	07	70
	119	00	11	45
	116	00	08	10
	121	00	02	85
	120	00	08	45
	122	00	19	15
	126	00	03	45
	128	00	01	30
	388	00	00	57
	130	00	00	32
	131	00	00	30

[फा सं. एल.-14014/71/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 29th October, 2010

S. O. 2682.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited to consumers in various parts of the country, Kakinada - Basudebpur - Howrah pipeline should be laid by M/s Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri Braja Kishore Panda, Competent Authority, Relogistics Infrastructure Limited, 1st Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar - 751023,Orissa State.

Schedule

Mandal/Tehsil/Taluk:Banpur	District:Khorda	State:Orissa		
Village	Survey No./Sub-Division	Area to be acquired for		
		Hec	Are	C-Are
1	2	3	4	5
1) Patapur Sasan	28	00	06	84
	26	00	00	26
	27	00	12	79
	24	00	05	19

1	2	3	4	5
1) Patalpur Sasan (Contd)	29	00	01	63
	23	00	01	01
	67	00	08	26
	65	00	09	13
	62	00	09	94
	61	00	10	28
	58	00	05	48
	59	00	01	53
	56	00	13	61
	54	00	00	15
	55	00	05	02
	359	00	07	23
	85	00	13	24
	87	00	06	23
	112	00	00	10
	88	00	04	16
	111	00	01	64
	110	00	00	10
	90	00	07	84
	91	00	08	51
	92	00	08	37
	93	00	00	68
	101	00	08	46
	100	00	00	47
	94	00	04	44
	98	00	09	46
	96	00	07	98
2) Gopalpur Sasan	59	00	01	82
	60	00	05	14
	61	00	09	34
	62	00	06	98
	65	00	08	74
	64	00	00	10
	66	00	01	24
	67	00	32	90
	69	00	03	47
	92	00	00	40
	96	00	05	58
	94	00	21	57
	93	00	03	63
	95	00	00	10
	115	00	07	70
	119	00	11	45
	116	00	08	10
	121	00	02	85
	120	00	08	45
	122	00	19	15
	126	00	03	45
	128	00	01	30
	388	00	00	57
	130	00	00	32
	131	00	00	30

[F. No. L-14014/71/2010-GP]

NEERAJ MADAN, Under Secy

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 1 सितम्बर, 2010

का.आ. 2683.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान जिंक लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 05/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2010 को प्राप्त हुआ था।

[सं. एल-15025/1/2010-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 1st September, 2010

S.O. 2683.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hidustan Zinc Limited and their workmen, which was received by the Central Government on 1-9-2010.

[No. L-15025/1/2010-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT HYDERABAD

Present : Shri Ved Prakash Gaur, Presiding Officer

Dated the 11th day of June, 2010

Industrial Dispute L. C. No. 5/2005

Between :

Sri V. Krishna Rao,
C/o Lakshmana Rao,
D. No. 40-51-25/5, Shanthinagar,
Visakhapatnam ....Petitioner

And

1. The Deputy General Manager,
M/s. Hindustan Zinc Limited,
Visakhapatnam-15.

2. The General Manager,
M/s. Hindustan Zinc Limited,
Visakhapatnam-15 ...Respondents

APPEARANCES :

For the Petitioner : M/s. A. V. Sambasiva Rao & A. S. Ramasarma, Advocates

For the Respondent : M/s. D. V. Subba Rao & D. V.S. S. Somayajulu, Advocates

AWARD

Sri V. Krishna Rao, ex-workman of M/s. Hindustan Zinc Limited has filed this petition under Sec. 2A (2) of the I. D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others for reinstatemet in the service with full back wages and for quashment of order of discharge dated 5-4-2004.

2. It has been submitted by the Petitioner workman that he worked as badali and was taken in as permanent worker by the managmenet on 1-4-91. Ever since he worked continuously with the management. Unfortunately, he was served with a chargesheet dated 14-7-2003 for unauthorised absence from duty. The Petitioner submitted his explanation but the explanation was not considered and an enquiry was conducted without following procedure contemplated under the principles of natural justice or relevant standing orders of the management. The Petitioner submitted his sick certificates but that was not considered by the management nor considered by the Enquiry Officer. The Petitioner workman was suffering from asthma, and he was regularly using medicines for the ailment. The ailment which the Petitioner was suffering was attached to the dust pollution of the company. The Petitioner made several representations for transfer from present department to any other department but the request of Petitioner was not considered. The Petitioner's health was totally spoiled due to the ailment of Asthma caused due to the dust pollution of the company. The previous punishment inflicted by the management on the Petitioner was also due to dust pollution. The appeal submitted by the Petitioner was rejected without application of mind. The Petitioner was discharged from service on 5-4-2004. Petitioner approached labour department and he was advised to file case before this tribunal. Hence, this petition before this tribunal.

3. Respondent management appeared before this tribunal and filed its counter statement alleging therein that the allegation of non-consideration of medical certificate or ailment of the Petitioner due to dust pollution of the company is totally false. Petitioner did not submit any medical certificate either before the Enquiry Officer or before the management for the period he was charged with by management. The Petitioner has a long history of remaining absent from service. He was chargesheeted on 14-7-2003 for misconduct of unauthorised absenteeism for 70 days during period of January, 2003 to June, 2003 and explanation was called from the Petitioner but he failed to submit any explanation despite constant pursuing. Domestic enquiry was ordered and Enquiry Officer was apointed who completed the enquiry by 24-1-2004 and

submitted his findings. Petitioner has fully participated in the enquiry and availed all opportunities. The Enquiry Officer has followed the principles of natural justice while conducting the domestic enquiry during the course of enquiry, the Petitioner accepted the charges levelled in the chargesheet dated 14-7-2003, thus, the charges are found to be proved. Show cause notice was given to the Petitioner. Petitioner submitted his explanation against the finding of the Inquiry Officer and proposed punishment. Petitioner explanation and past record was considered before awarding the punishment of discharge from service which is as follows :

(a) The Petitioner's probation period was extended vide letter dated 13-6-1992 as he remained absent unauthorisedly for 60 days during the period 1-4-1991 to 31-3-1992.

(b) The probation was extended again vide letter dated 13-10-1992 as he remained absent unauthorisedly for 35 days during the period 1-4-1992 to 30-9-1992.

(c) The probation was again extended vide letter dated 30-6-1993 as he remained absent unauthorisedly for 38 days during the period 1-10-1992 to 31-3-1993

(d) Punishment of 'Stoppage of one annual increment with cumulative effect' was imposed on him vide letter dated 7-8-2000 as he remained absent unauthorisedly for 102 days in the year 1999.

(e) Punishment of 'reduction to the lower post of Helper in Category-II' was imposed on him vide letter dated 3-7-2001 as he remained absent unauthorisedly for 107 days in the year 2000.

(f) A charge sheet dated 1-5-2002 was issued to him for his unauthorised absence of 47 days in the year 2001. However, no further action was taken against this chargesheet.

(g) An advice letter dated 6-5-2002 was issued to him as he absconded from duty on 28-4-2002.

(h) He remained absent unauthorizedly for 11 days from 28-4-2002 to 8-5-2002 for which he was chargesheeted on 9-5-2002 and considering his explanation a lenient view was taken and he was "warned" vide letter dated 17-7-2002.

(i) He absconded from duty again from 23-5-2002 and 28-5-2002 for which advice letters were issued to him on 31-5-2002 and 27-8-2002 respectively.

(j) He again absconded from duty from 14-10-2002 and he reported for duty on 6-11-2002 assuring that he would attend duties regularly. Taking a lenient view he was allowed to join duty.

(k) He again remained absent unauthorizedly from 24-5-2003 to 19-6-2003 and submitted a letter on 20-6-2003 requesting the management to allow him to resume duties from 20-6-2003 as a last chance with an assurance that he shall not repeat such mistakes in future. Taking a lenient view he was allowed to join duty.

4. It has further been alleged that Petitioner was counselled on two-occasions by the Senior Manager (P&A). It has further alleged that the Petitioner reported for duty in 'B' shift on 24-11-2003 in a drunken stage. After medical examination it was proved that he was under the influence of alcohol, as such, he was not allowed for duty and was marked absent and an advice letter was issued to him in that regard. Thus, the perusal of past record of the Petitioner reveal that Petitioner is a chronic absentee, he has not proved despite number of opportunities afforded to him. Thus, the penalty of discharge from service is not disproportionate and it would meet the ends of justice. The dismissal is the only appropriate punishment in case of present Petitioner. Petitioner is not only chronic absentee, but he indulged in other type of misconduct like being under the influence of alcohol on duty, thus the punishment imposed is in proportion to the misconduct committed by him. Petitioner does not deserve any lesser punishment or sympathy and petition deserves to be dismissed.

5. Parties were directed to produce their evidence. Petitioner has produced sick certificate dated 1-12-2003 and fitness certificate dated 12-12-2003. The Management has produced 9 documents i.e., chargesheet dated 14-7-2003, copy of appointment order of Enquiry Officer dated 30-9-2003, original enquiry proceeding running into 15 pages, enquiry report dated 27-1-2004 containing two pages, show cause notice dated 3-3-2004 of 3 pages, explanation of the workman dated 27-3-2004, order of discharge dated 5-4-2004 of 4 pages, copy of appeal submitted by the workman dated 4-5-2004 of 8 pages and order of Appellate Authority dated 19-5-2004. No oral evidence has been produced as domestic enquiry conducted by the respondent held valid by this tribunal. Hence, arguments were advanced u/s 11A.

6. I have heard Learned Counsel for the Petitioner and that of the management and have gone through the entire case file which includes the claim statement, counter statement and documentary evidence produced by the Petitioner as well as that of the Respondent.

7. It has been argued by the Learned Counsel for the Petitioner that the Petitioner has worked in a public sector undertaking i.e., M/s. Hindustan Zinc Ltd., which imitates heavy dust and smoke, that has caused ailment of Asthma to the Petitioner and Petitioner is allergic of dust imitated from the company's production unit. He suffered from the ailment of Asthma and that was the cause of his

absence. The Petitioner's counsel has further argued that on previous occasion also Petitioner remained absent due to ailment of Asthma and he was awarded with minor punishment, then there was no occasion for the management to impose the punishment of discharge from service in the present case because Petitioner remained absent for 70 days only and that too due to his sickness for which he has submitted medical reoprt to the Enquiry Officer and the management. The Learned Counsel for the Petitioner further argued that no doubt, the Petitioner remained absent for 70 days during January, 2003 to June, 2003, the punishment imposed by the management is excessive in comparison to the misconduct committed by the Petitioner. Hence, the Petitioner deserves sympathy from this tribunal and this tribunal may order for reinstatement imposing minor punishment other than punishment of discharge from the service.

8. As against the above argument of Learned Counsel for the Petitioner Learned Counsel for the Respondent has argued that the Petitioner was not absent only for the first occasion during the period January, 2003 to June, 2003 but from the very beginning of his career in the management's service Petitioner started remaining absent from the duty. During probation period also the Petitioner remained absent for 60 days during 1-4-1991 to 31-3-1992 and his probation was extended. Again Petitioner remained absent from 35 days during 1-4-1992 to 30-9-1992 and his probation was extended he remained again absent during 1-10-1992 to 3-3-1993 for 38 days and his probation was extended. Petitioner again remained absent for 102 days in the year 1999 and stoppage of one annual increment with cumulative effect was imposed by letter dated 7-8-2000. The Petitioner again remained absent for 107 days in the year 2000 and he was imposed with the punishment of reduction to the lower post of helper *vide* order on 3-7-2001. During the year 2001 Petitioner again remained absent for 47 days. A charge-sheet dated 1-5-2002 was issued to him but no action was taken. Petitioner was issued advice letter on 6-5-2002 as he absconded from duty on 20-4-2002. Again Petitioner remained absent for 11 days from 28-4-2002. Again Petitioner remained absent from 28-4-2002 to 8-5-2002 for which a charge-sheet was issued and he was warned vide letter dated 17-7-2002. Petitioner again absconded from duty from 23-5-2002 and 22-8-2002 for which advice letter was issued to him on 31-5-2002 and 27-8-2002. He again absconded from duty on 14-10-2002 and reported for duty on 6-11-2002 a lenient view was taken and he was allowed to join duty. The Petitioner again remained absent from 24-5-2003 to 19-6-2003. He submitted letter on 20-6-2003 to allow him to resume duty as last chance and he was allowed to join duty. On two occasions the Petitioner was counselled by the Senior Manager. On 24-11-2003 Petitioner came in drunken stage he was not allowed to duty and he was sent back. All these facts were mentioned in the charge-sheet to which the Petitioner has pleaded acceptance. Thus, the previous record and history of the Petitioner coupled with the present absenteeism of the Petitioner has compelled the management to discharge the Petitioner from the service as all the minor punishments have failed to show improvement in the Petitioner. The Respondent counsel further argued that the absence of the Petitioner from duty during the year January, 2003 to June, 2003 has not been denied by the Petitioner.

9. The only question which has to be considered by this tribunal is whether the absence of the Petitioner during the period January, 2003 to June, 2003 was for any reasonable and valid ground or not.

10. The Petitioner has claimed that he was sick and was suffering from the ailment of Asthma for which he has taken medical treatment and has submitted medical certificate before the management as well as before the Enquiry Officer. But the enquiry record shows that no certificate was produced by the Petitioner though he stated before the Enquiry Officer that he will produce the medical certificates he sought time to produce the medical certificates but on the date he was to produce the medical certificates he stated before the Enquiry Officer that he could not produce the medical certificates and he is unable to produce the certificates . This has compelled the Enquiry Officer to opine that the statement of the Petitioner that he remained absent due to ailment of Asthma is not supported by the medical document and as the finding of the Enquiry Officer is based on evidence, it is neither baseless nor non-application of judicial mind of the Enquiry Officer and no fault can be find in the opinion of the Enquiry Officer.

11. So far as the question of punishment is concerned the previous record of the Petitioner shows that Petitioner started remaining absent from the very beginning of the service with the management. Many a time he was awarded with minor punishments which does not improve his way of service. Not only that Petitioner came in the office in drunken stage and he was not allowed for duty on that day, he was previously punished with reduction to lower grade, stoppage of increment, warning and advices, but no improvement has been shown by the Petitioner, thus the management has no other option but to get rid of such an employee and order of punishment of discharge from service is the only proper punishment in the case of present Petitioner. It is neither disproportionate nor excessive but it is only justified punishment and no interference is required in this case.

FINDING

12. I have considered these arguments of both the parties and I have gone through the documents of domestic enquiry proceeding wherein each and every charge were

read over to the Petitioner and he has accepted those charges. The Petitioner has accepted that he remained absent for 70 days in January, 2003 to June, 2003 however, he has stated before the Enquiry Officer that it was due to the gastric problem. During the course of enquiry, the Petitioner did not state before the Enquiry Officer that he was suffering from ailment of Asthma during the period January, 2003 to June, 2003. He has stated before the Enquiry Officer that he will produce the medical papers on the next date but the proceeding book shows that he could not produce any paper on the next date of enquiry and his entire evidence was closed. Petitioner has accepted each and every count of the charges levelled against him the Enquiry Officer has opined that all the charges against the Petitioner are proved. The Petitioner has not produced any medical documents to prove that he remained absent due to any ailment that extricate gastric trouble or asthmatic problem. Thus, the Enquiry Officer has correctly held that the Petitioner remained absent without any reasonable cause. The Petitioner has submitted his explanation dated 27-3-2002 before the Deputy General Manager, wherein in para 2 of his explanation he has written, "I have been given enough chance to continue in service on mercy grounds, but I failed to improve my attendance due to some family problems, evil desires/habits, since the tribal traditions are inherent to me. Now I have realized my fault and feel bad myself." This, explanation is self-explanatory and prove that due to the ill-desire and bad habits the Petitioner used to remain absent. In his explanation Petitioner has nowhere mentioned that he remained absent due to any ailment or health problem. Thus the finding of the Enquiry Officer or the order of Disciplinary Authority is based on application of mind and due to habitual absenteeism of the Petitioner without any reasonable cause which has warranted the punishment of discharge from the service in the case of present Petitioner. The record and charge-sheet prove that Petitioner was not absent for 70 days on one occasion but he has remained absent from very inception of his career in the service of the management. He has been punished on several occasions prior to this absenteeism, he remain absent during probation period also and his probation was extended on two occasions, but no action has been taken by the management. All this shows that the management was lenient towards the Petitioner but the Petitioner has not mended himself nor improve himself while performing his duties or remaining regular in the service, thus the charges of absenteeism from the duty without any reasonable cause was found to be proved and there is no ground to interfere in the finding of the Enquiry Officer. The absenteeism from the duty without any reaonable cause is a misconduct for which Petitioner was already imposed with minor punishments, he was advised and counselled on two previous occasions to improve himself but those advices also failed to improve the Petitioner. Hence the management was left with no other option but to discharge the Petitioner from the service.

13. The Petitioner's counsel has submitted that Petitioner presented medical and sick certificate to prove that he remained absent due to sickness, but it was not considered. I have seen the sick certificate, it relates to the month of December, 2003 and it is not for the period for which the Petitioner was charge-sheeted. The Petitioner has submitted his medical booklet along with the grounds of the appeal that does not relate to the period for which the Petitioner was charge-sheeted for the month of January, 2003 to June, 2003, it relates to previous years. Thus, the ailment of Petitioner during the year 2001 or 2002 does not absolve him or permit him to remain absent without any ailment or even if he was suffering from any ailment it was his duty to inform his superiors and sick leave, medical leave with or without pay which has not been done by the Petitioner. The Petitioner himself has submitted through his explanation dated 24-3-2004 that due to evil desires and habits of the tribal traditions he used to remain absent, bad habit of any tribal person will not absolve him for not attending to his duty in the public sector undertakings. Evil habit or bad habit is always bad and that is the reason the Petitioner remained absent which can not be said to be a valid or reasonable ground. The medical certificate produced by the Petitioner is of no help because it relates to other period. Thus, taking into consideration, the past record of the Petitioner the management has correctly discharged the Petitioner from the services. Because Petitioner has not improved even after advices, the punishment of discharge from service is neither excessive nor disproportionate. I find no ground to interfere in the punishment imposed by the management which is genuine and justified in the matter of punishment of present Petitioner. No other point has been raised before this tribunal.

14. From the above discussion and submissions this tribunal has come to the conclusion that the claim petition does not deserve to be allowed. It has got no force. The punishment is quite correct in the present case. The Petitioner is not entitled to any relief. No interference is required and Petition deserves to be dismissed, Petitioner is not entitled for any relief. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 11th day of June, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses Examined for the Petitioner	Witnesses Examined for the Respondent
NIL	NIL

Documents Marked for the Petitioner

NIL

Documents Marked for the Respondent

NIL

नई दिल्ली, 28 सितम्बर, 2010

का.आ. 2684.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई इस्पात संयंत्र महामाया माईन्स दुर्ग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 245/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-9-2010 को प्राप्त हुआ था।

[सं. एल-26012/22/97-आईआर (एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 28th September, 2010

S.O. 2684.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 245/97) of the Central Government Industrial Tribunal -cum- Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhilai Steel Plant Mahamaya Mines Durg and their workmen, which was received by the Central Government on 28-9-2010.

[No. L-26012/22/97-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No.CGIT/LC/R. 245/97

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri Dev Prasad,
C/o Sahadeb Sahu,
Tabler Set, At & PO Dallirajhara,
Distt. Durg (MP) ...Workman/Union

Versus

Managing Director,
Bhilai Steel Plant,
Mahamaya Mines,
Dallirajhara,
IOC, Distt. Durg (MP)

...Management

AWARD

Passed on this 13th day of September, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-26012/22/97-IR (M) dated 19-8-97, has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Khadan Shramik Sahkari Samiti, Mahamaya in terminating the services of Shri Dev Prasad, w.e.f. 25-5-96 is legal and justified ? If not whether the workman is justified in claiming departmentalization by the management of Bhilai Steel Plant, in accordance with the settlement dated 14-11-95 along with back wages and benefits ?"

2. The workman Shri Dev Prasad did not appear inspite of proper notice. As such the then tribunal proceeded the reference exparte against the workman on 1-8-07.

3. The non-applicant/management appeared and filed written statement in the reference. The case of the management short is that it is a dispute between Shri Dev Prasad and the employer Khadan Shramik Sahakari Samiti Mahamaya and the same is registered under Co-operative Society Act. The said Samiti does not come under the purview of the Industrial Dispute Act, 1947 and therefore, the reference is not maintainable. The further case is that the management of Bhilai Steel Plant has its own captive Iron Ore Mines and both mines are mechanized. The transportation of Iron Ore was being done departmentally and through contractors. The said Sahakari Samiti was also deployed for raising work. It is stated that there was demand of the various Unions for departmentalization of the employers and a settlement dated 14-11-95 was executed. A list of 188 contract workers was submitted by the unions and the name of the workman did not find place in the list. There fore the workman has no merit for departmentalization by the Bhilai Steel Plant. Accordingly the reference be answered.

4. The issue is as to whether the action of the management of Khadan Shramik Sahkari Samiti Mahamaya in terminating the services of Dev Prasad w.e.f. 25-5-06 is legal and justified ? If not whether the workman is justified in claiming departmentalization by the management of Bhilai Steel Plant in accordance with the settlement dated 14-11-95 alongwith back wages ?

5. The first point raised by the management is that the reference is not maintainable as the dispute is with Khdan Shramik Sahkari Samiti, Mahamaya. It is stated the provision of I. D. Act. is not applicable. In the instant case, Khadan Shramik Sahkari Shramik Samiti is not a party. The reference is against the Bhilai Steel Plant which is admittedly an Industry. There is no denial that the I.D. Act is not applicable against the Bhilai Steel Plant. The rulings cited in the written statement are not filed and therefore it is difficult to say that it is applicable against the Shramik Samiti. However the reference is maintainable as it is against Bhilai Steel Plant.

6. The management has examined one witness in the case he has stated that the contractual labours were departmentalised on the basis of the settlement dated 14-11-95. The copy of the settlement is filed which is marked as Exhibit M/1. The said settlement shows that the Unions had agreed with the management with terms and conditions for departmentalization. The list of contractual labours were furnished by the unions. The lists are filed which is marked as Exhibit M/2. The said list shows that the name of this workman does not appear in the lists. The settlement shows that some contractual employees were left out for departmentalization and it was agreed that they would re-organise them in such groups so as to ensure that financial viability of their employer is not disturbed. There is no evidence on the record to show that this workman was in the said contractual employee who had been left out. The evidence adduced by the management is unrebutted. There is no reason to disbelieve the evidence of the management. Accordingly I find that there is no case of the workman. The reference is , thus, answered.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 28 सितम्बर, 2010

का.आ. 2685.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय विमानपत्तन प्राधिकरण लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 31/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-9-2010 को प्राप्त हुआ था।

[सं. एल-11012/4/2004-आईआर (एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 28th September, 2010

S.O. 2685.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2004) of the Central Government Industrial Tribunal -cum- Labour Court, New Delhi-1 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Port Authority of India Ltd. and their workmen, which was received by the Central Government on 28-9-2010.

[No. L-11012/4/2004-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURT COMPLEX, DELHI.

I. D. No. 31/2004

Shri Bijendara Singh-II, Driver,
H. No. 394, Village Jherera Dairy Area,
Delhi Cantt., Delhi

...Workman

Versus

The General Manager (Cargo),
Airport Authority of India Ltd.,
IGI Airport Cargo Terminal,
New Delhi.

...Management

AWARD

A forklift driver was engaged by M/s. Sea Hawk Cargo Private Limited on 17-1-92 to perform job of handling import/ export cargo, awarded to it by the Airport Authority of India (hereinafter referred to as the Authority). Contract of M/s. Sea Hawk Cargo Careers Private Limited came to an end in 1995 and M/s. Associated Aviation Pvt. Limited was awarded contract for the job. Though the contractor changed, yet the driver engaged by M/s. Sea Hawk Cargo Pvt. Limited continued to perform job with the management. He worked as forklift drever till 6-10-96. On 3-11-96 the said driver was arrested, besides others, in a case of theft, committed at IGI Airport, New Delhi. His services came to an end, on account of his involvement in the said case. On 11th of January, 2002 he was discharged from that case by the Criminal Court on technical reasons. He raised a disputed before the Conciliation Officer impleading the Authority as well as Sea Hawk Cargo Private Limited as opponents. Sea Hawk Cargo Careers Private Limited claimed that it has no nexus with the claimant, who used to work under control and supervision of the Authority. The Authority disputed existence of relationship of employer and employee between the parties. When conciliation proceedings failed, the Conciliation Officer submitted his failure report to the appropriate Government. On consideration of the said failure report, the appropriate Government referred the dispute to this tribunal for adjudication, vide order No. L-11012/4/2004-IR (M), New Delhi, dated 10-6-2004, with following terms of reference :—

"Whether the action of the G. M. Cargo, IGI Airport, Cargo Terminal in terminating/discontinuing the service of Shri Bijendara Singh-II, Driver w.e.f. 3-11-1996 and not to

regularize in service w.e.f. 17-1-1992, is just legal and valid ? If not, to what relief the workman is entitled for and what directions are necessary in the matter ?"

3. Claim statement was filed by Shri Bijender Singh, pleading that he joined services of the Authority as contract labour in 1992, under contract of employment with M/s. Sea Hawk Cargo Carriers Private Limited . He worked on as driver at Cargo Terminal, IGI Airport, New Delhi. During 1995 contract of M/s.Sea Hawk Cargo Carriers Private Limited came to an end and it was awarded to M/s Associated Aviation Pvt. Ltd. However, he continued to work with the Authority. On 3-11-96 he was implicated in a false and fabricated case of theft. His services were illegally terminated on that day. He was discharged from that case by Additional Chief Metropolitan Magistrate on 11-1-2002. He was working with the Authority for last more than four years and termination of his services is arbitrary, illegal and unjustified. Since he worked under direct supervision and control of the officers, used to perform his job within the premises and was assigned job by officers of the authority, there existed relationship of employer and employee between him and the Authority.

4. The claimant projects that he used to work against a regular and permanent post and perform job of perennial in nature, which job still exists with the Authority. Fresh appointment of a driver has been made. The Authority has violated the provisions of Contract Labour (Regulation & Abolition) Act, 1970 (in short the Contract Labour act) as it is not registered under section 7 of the said Act and the contractor was not having alicense as required by the provisions of Section 12 of the Contract Labour Act. violations of the provisions of Section 7 and 12 of the Contract Labour Act make him a direct employee of the authority. He was not given pay equal to permanent employees and thus the Authority has discriminated him and violated fundamental rights granted by Article 14 and 16 of the Constitution. He claims himself to be unemployed since the date of termination of his services . He invokes jurisdiction of this Tribunal for getting contract entered between the Authority and the contractor declared as sham/bogus and an award for his reinstatement and regularization in services, with continuity, full back wages and all consequential benefits.

5. Claim was resisted by the Authority pleading that it was not espoused by any union registered under Trade Union Act, 1926, hence it is not an industrial dispute. The appropriate Government had referred the dispute in a mechanical manner, without application of its mind. The case of the claimant is not covered under any of the provisions of Industrial Disputes Act, 1947 (in short the act) hence it is liable to be rejected. The claimant was never engaged by the Authority and there existed no relationship of employer and employee between the parties. He was engaged by M/s.Sea Hawk Cargo Careers Private Limited , to whom job contract of handling import/export cargo was awarded by the Authority. It has been disputed that contractors kept on changing but the claimnat remained in continuous service of the Authority. the Authority used to award contract to contractors, who had a valid license under the Contract Labout Act. Since the claimant was engaged by the contractor, there cannot be any privity of contract between the claimant and the Authority.

6. The Authority projects that no prohibitory notification was issued by the appropriate Government under Section 10 of the Contract Labour Act. The Authority was within its rights to award contract of handling import/ export cargo to a contractor having a valid license, under the provisions of Contract Labour Act. It has been disputed that the claimant worked under direct supervision and control of the authority or performed work assigned to him by officers of the Authority. It has been disputed that he was deemed to be an employee of the Authority. The Authority has been appointed as custodian of customs to do work of Cargo handling and as such that said work cannot be called to be its main/core work . It pleads that even on abolition of contract labour system, a contract employee will not automatically become an employee of the principal employer.

7. The Authority disputes that a contractor was introduced by it with a view to deprive the claimant his valuable rights of job, its security and free, fair and conducive conditions of service. It disputes that the contract entered into between the Authority and the contractor was sham/bogus. The Authority complied all provisions of Contract Labour Act, while awarding contract to the contractor. It does not lie in the mouth of the claimant to assert that he became a direct employee of the Authority He has not specified any details of the case in which he was arrested and name of the court, who discharged him. He cannot claim benefits out his own wrong. He filed the present dispute after a period of 8 years, without explaining cause of the delay . He has no right to claim that contract awarded by the Authority to the Contractor may be declared sham and seek reinstatement as well as regularization in services of the Authority with continuity, full back wages and consequential benefits.

8. Out of pleadings, following issues were settled by my learned predecessor :

1. Whether the claim is bad for non espousal by a trade union or it is preferred by any individual ? If so its effect ?

2. Whether this Tribunal has jurisdiction to entertain/adjudicate the reference ?

3. Whether the claim is bad for non-joinder of necesary parties, as mentioned in the written statement ?

4. Whether nature of the job is of perennial one as provided under section 10 of the contract Labour (Regulation & Abolition) Act, 1970 ? If so its effect ?

5. As per terms of reference ?

9. Bijender Singh tendered his affidavit Ex.WW1/A in support of his claim. He was cross examined at length on behalf of the management. Shri B. K. Prasad had also tendered his affidavit Ex.WW2/A. He was cross examined on behalf of the management. Capt. Raj K. Malik tendered his affidavit Ex. MW1/A on behalf of the Authority. He was cross examined at length on behalf of the claimant. No other witness was examined by either of the parties.

10. Arguments were heard at the bar. Shri B. K. Prasad, authorised representative, advanced arguments on behalf of the claimnat. Shri V. P. Gaur authorised representative, raised his submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

Issues No. 1 and 2

11. The Authority agitates that the claimant cannot raise a claim, without being espoused by a trade union or by any substantial number of workmen. Since the claimant had raised an individual dispute, this Tribunal has no jurisdiction to entertain it. To rebut the contention, raised by the Authority, the claimant projects that his claim is against illegal termination, which is covered under Section 2-A of the Act. According to the claimant, there was no need of espousal of the dispute by a trade union or substantial number of the workmen. Despite the aforesaid facts, Shri B. K. Prasad swears in his affidavit Ex.WW2/A, that Bijender Singh is a member of Janwadi General Kamgar Mazdoor Union (Regd.) since 1992. The said union has been sponsoring his cause. During the course of his cross examination Shri Prasad concedes that no document was filed by the union to show that it has espoused the cause of Shri Bijender Singh.

12. The appropriate Government, on being satisfied that an industrial dispute exists or is apprehended, may refer it to an industrial Tribunal for adjudication, enacts clause (d) sub-section (1) of Section 10 of the Act. Therefore, the appropriate Government has to satisfy that an industrial dispute exists or apprehended between the workmen and their employer. Consequently, definition of the word "industrial dispute" is to be appreciated. Clause (k) of Section 2 of the Act defines the word "industrial dispute" in the following manner.

> "(K) industrial dispute means an dispute or difference between the employees and employers or between employers and workmen or between workmen and workmen, which is connected with the employment or non employment or the terms of employment or employment or with the conditions of labour, of any persons".

13. The definition of the word "industrial dispute" referred above can be divided into four parts viz. (i) factum of dispute, (ii) parties to the dispute, viz (a) employers and employers (b) employers and employees or (c) workmen and workmen, (3) subject matter of the dispute,which should be connected with (i) employment or non employment, or (ii) terms of employment, or (iii) conditions of labour of any person, and (iv) it should relate to an "industry".

14. The definition of the word "industrial dispute" is awarded in wide terms and unless it is narrowed by the meaning given to the word "workman" it would seem to include all "employers" "all employments" and all "workmen" whatever nature of the scope of the employment may be. Therefore except in the case where there can be dispute between the employer and employers and workmen and workmen, one of the parties to an industrial dispute must be an employee or a class of employees. The first point, therefore, to be noted, perhaps self evident, is that the phrase "employer and workman", the plural may include singuler on either side, or any permutation of singular, the mesculine including the feminine. In order, therefore, to determine as to whether a controversy or difference or a dispute is an "industrial dispute" or not it must be determined whether the workman concerned or workmen sponsoring his case satisfy the conditions of clause (s) of Section 2 of the act. Here in the case, the authority does not dispute that the claimant is a workman within the meaning of clause (s) of Section 2 of the act.

15.In Kyas Construction Company (Pvt.) Ltd. [1958 (2) LLJ 660] Apex Court ruled that an industrial dispute need not be a dispute between the employer and his workman and that the definition of the expression "industrial dispute" is wide enough to cater a dispute raised by the employer's workman with regard to non employment of others, who may not be employed as workman at the relevant time. The Apex Court in Bombay Union of Journalist [1961 (II) LLJ 436] has observed that in each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference, the dispute was adopted by the union of the workmen of the employer against whom, the dispute is raised by an individual workman or by an appreciable number of workmen. In order, therefore,to convert an individual dispute into an industrial dispute, it has to be established that it has been taken up by the union of employees of the establishment or by an appreciable number of the employees of the establishment.

As far as union of the workmen of establishment itself is concerned, the problem of espousal by them generally presents little difficulty, since such workmen who are members of such unions generally have a continuity of interest with an individual employee who is one of their fellow workman. But difficulty arise when the cause of a workman, in a particular establishment is sponsored by a union which is not of the workmen of that establishment but is one of which membership is peon to workmen of their establishment as well as in that industry. In such a case a union, which has only microscopic number of the workmen as its member, cannot sponsor any dispute arising between the workmen and the management. A representative character of the union has to be gathered from the strength of the actual number of co-workers sponsoring the dispute. The mere fact that a substantial number of workmen of the establishment in which the concerned workman was employee were also members of the union would not constitute sponsorship. It must be shown that they were connected together and arrived at an understanding by a resolution or by other means and collectively submitted the dispute.

16. The expression "industrial dispute" has been construed by the Apex Court to include individual disputes, because of the scheme of the act. In Raghu Nath Gopal Patvardhan [1957 (1) LLJ 27] the apex Court ruled as to what dispute can be called as an industrial dispute. It was laid there on that (1) a dispute between the employer and a single workman cannot be an industrial dispute (2) it can not be per-se be an industrial dispute but may become if it is taken up by a trade union or a number of workmen. In Dharampal Prem Chand [1965 (1) LLJ 668] it was commanded by the Apex Court that a dispute raised by a single workman cannot become an industrial dispute unless it is supported either by his union or in the absence of a union by substantial number of workmen. Same law was laid in the case of Indian Express Newspaper (Pvt.) Limited [1970 (1) LLJ 132]. However in Western India Match Company [1970 (II) LLJ 256], the Apex Court referred the precedent in Drona Kuchi Tea Estate's case [1958 (1) LLJ 500] and ruled that a dispute relating to "any person becomes a dispute where the person in respect of whom it is raised is one in whose employment, non employment, terms of employment or conditions of labour, the parties, dispute for a direct or substantial interest".

17. What a substantial or considerable number of workmen would be in a given case, depend on particular facts of the case. The fact that an "industrial dispute", is supported by other workmen will have to be established either in the form of a resolution of the union of which workman may be member or of the workmen themselves who support the dispute or in any other manner. From the mere fact that a general union, at whose instance an "industrial dispute" concerning an individual workman is referred for adjudication, has on its roll a few of the workmen of the establishment as its members, it cannot be inferred that the individual dispute has been converted into an "industrial dispute". The Tribunal has therefore, to consider the question as to how many of the fellow workman actually espoused the cause of the concerned workman by participating in the particular resolution of the union. In the absence of a such a determination by the Tribunal, it cannot be said that the individual dispute acquired the character of an industrial dispute and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. Nevertheless, in order to make a dispute an industrial dispute, it is not necessary that there should always be a resolution of substantial or appreciable number of workmen. What is necessary is that there should be some express or collective will of a substantial or an appreciable member of the workmen treating the cause of the individual workman as their own cause. Law to this effect was laid in P. Somasundrameran [1970 (1) LLJ 558].

18. It is not necessary that the sponsoring union is a registered trade union or a recognized trade union. Once it is shown that a body of substantial number of workmen either acting through a union or otherwise had sponsored the workman's cause, it is sufficient to convert it into an industrial dispute. In Pardeep Lamp works [1970 (1) LLJ 507] complaints relating to dispute of ten workmen were filed before the conciliation Officer by the individual workmen themselves. But their case was subsequently taken up by a new union formed by a large number of co-workmen, if not a majority of them. Since this union was not registered or recognized, the workmen elected five representative to prosecute the cases of ten dismissed workmen.Thus cases of the dismissed workmen were espoused by the new union, yet unregistered an unrecognized. The Apex Court held that the fact that these disputes were not taken up by a registered or recognized union does not mean that they were not"industrial dispute".

19. It is not expedient that same union should remain incharge of that dispute till its adjudication. The dispute may be espoused by the workmen of an establishment, through a particular union for making such a dispute an "industrial dispute", while the workman may be represented before the Tribunal for the purpose of section 36 of the Act by a member of executive or office bearer of altogether another union. The crux of the matter is that the dispute should be a dispute between the employer and his workmen. It is not necessary that the dispute must be espoused or conducted only by a registered trade union. Even if a trade union ceases to be registered trade union during the continuance of the adjudication proceedings that would not affect the maintainability of the order of reference. Law to this effect was laid by the High Court of Orissa in Gammon India Limited [1974 (II) LLJ 34]. For ascertaining as to whether an individual dispute

has acquired character of an individual dispute, the test is whether on the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by the individual workman or by an appreciable number of the workman. In other words, the validity of the reference of an industrial dispute must be judged on the facts as they stood on the date of the reference and not necessarily on the date when the cause occurs. Reference can be made to a precedent in Western India Match Co. Ltd. [1970 (II) LLJ256].

20. Industrial law makes it clear that an individual dispute could not person be an industrial dispute. For acquiring status of an industrial dispute, an individual dispute should be taken up by a trade union or a substantial number of workmen of the establishment. Reference can be made to the Precedent in Raghu Nath Gopal Patvardhan [1957 (1) LLJ 27] and Shri Ram Tivari (1979 Lab. I.C. 513). This decision of law created hardship for an individual workman who were discharged, dismissed, retrenched or whose services were otherwise terminated when they could not find support by a union or any appreciable number of workman to espouse their cause . Section 2-A of the Act was engrafted by the legislature and it has to be read as an extension of the definition of "industrial dispute" as contained in clause (k) of Section 2 of the Act. Provisions of Section 2-A of the act do away with the requirement of espousal of an individual dispute for converting it into an industrial dispute in cases where the dispute arised out of (i) discharge (ii) dismissal (iii) retrenchment or (iv) otherwise termination of service of an individual workman. By introducing the legal fiction that the dispute of an individual workman connected with or arising out of his discharge, dismissal, retrenchment or otherwise termination of his services by his employer will constitute an industrial dispute notwithstanding that no other workman nor any union of workman, is a party to the dispute, the definition of word "industrial dispute" has been enlarged. After enactment of Section 2 (a) of the Act. It is not necessary that a dispute relating to discharge, dismissal, retrenchment or otherwise termination of services of a workman must be sponsored by a trade union or a substantial number of workmen. In other words, even if it is not sponsored by trade union or substantial number of workmen such a dispute will be deemed to be an industrial dispute. Therefore, such a dispute can either ipso facto be deemed to be an industrial dispute on a demand made by the workman himself or by espousal of the dispute by a trade union or a body of workmen.

21. Now I would turn to the facts of the present controversy to assess as to whether espousal of this dispute by a trade union or a number of substantial worker was expedient. In his affidavit Ex.WW1/A Bijender swears that his services were terminated w.e.f. 3-11-96, without issuing a proper notice, pay in lieu there of and retrenchment compensation. Though the facts, so deposed by Bijender Singh, are in dispute, yet those facts are to be taken on its face value to assess as to what dispute was raised by the claimant for adjudication. As detailed above the claimant asserts that his services were terminated by the Authority on 3-11-96. Therefore, Bijender Singh raises a dispute relating to termination of his services by the Authority, which dispute is covered within the meaning of section 2-A of the Act. By legal fiction contained in the said section, the extended definition of word "industrial dispute" engulfs the preset dispute within its ambit. Consequently the dispute raised by Bijender Singh answers the criteria of an "industrial dispute" without being espoused by a trade union or a substantial number of workmen. Even otherwise Shri B.K. Prasad swears in affidavit Ex.WW2/A to the effect that Janvadi General Kamgar Mazdoor Union (Regd.) sponsors the cause of Bijender Singh. Therefore, all these facts are sufficient to highlight that an industrial dispute was raised before the conciliation Officer, when he entered into the conciliation proceedings. Appropriate Government considered the failure report submitted by the Conciliation Officer and formed a opinion that an industrial dispute existed, which dispute was referred by it to this tribunal for adjudication. Therefore, the present dispute nowhere requires an espousal by the union to acquire a status of an industrial dispute . Even otherwise such an espousal has been claimed by Janvadi General Kamgar Mazdoor Union (Regd.) whose member the calimant was since 1992. Consequently it is concluded that an industrial dispute was referred for adjudication and this Tribunal has jurisdiction to adjudicate the dispute so referred . Consequently issues are answered in favour of the claimant against the Authority.

Issue No. 3.

22. Bijender Singh swears in his affidavit Ex.WW1/A that he was engaged by the Authority through the contractor, namely M/s. Sea Hawk Carriers Cargo Pvt. Ltd. on 17-1-92. He worked as a driver at service road, and apron area of the Authority. Work was assigned and supervised by duty officers of the Authority namely, Shri Prem Kumar Tahim, Basant, H.N. Singh and Pehal. He used to work under direct control and supervision of the officers of the Authority. His salary was paid through the contractor only with a view to deprive him of equal pay to that of a permanent employee of his status. The contractors acted as an agent of the Authority, through whom he was engaged. More than 100 workers worked on permanent basis with the Authority. No hue and cry was made to dispute that his work was not supervised by Prem Kumar Tahim, Basant, H. N. Singh and Pehal. It was also not disputed that the claimant worked in and around service road and apron area of the Authority. Capt. Raj K. Malik projects that the Authority never assigned nor supervised

work nor terminated services of the claimant. It has been projected that job contract of handling import/export cargo was awarded to M/s. Sea Hawk Carriers Cargo Pvt. Limited. he concedes in his cross examination that the claimant was appointed by M/s. Sea Hawk Carriers Cargo Pvt. Ltd. The claimant used to receive directions from officers of the authority to carry out his duties.

23. Out of facts projected by the claimant and Capt. Raj K.Malik it emerge over the record that the claimant was initially engaged as a frocklift driver by M/s. Sea Hawk Carriers Cargo Pvt. Ltd., to whom job contract of handling import/export cargo was awarded by the Authority. The claimant used to drive tractor of the Authority in or around service road and apron area. He used to receive directions from officers of Authority to carry out his duties. He was being supervised by Shri Prem Kumar Tahim, Shri Basant, Shri H. N. Singh and Pehal, officers of the Authority. They used to assign job to the claimant.

24. Whether the contract labour can maintain a case for getting himself declared as an employee of the principal employer ? For and answer to this proposition the Tribunal had to take note of the law contained in section 10 of the Contract Labour Act, which makes provisions for prohibition of employment of contract labour. For sake of convenience provisions of section 10 of the Contract Labour Act are reproduced thus.

(1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as—

(a) whether the process, operation or other work is incidental to, or necessary for the industry, trade business, manufacture or occupation that is carried on in the establishment ;

(b) whether it is of perennial nature, that is to say, it is of sufficient duration having regard to the nature of industry, trade business, manufacture or occupation carried on in that establishment ;

(c) whether it is done ordinarily through regular workman in that establishment or an establishment similar thereto ;

(d) whether it is sufficient to employ considerable number of whom-time workmen.

Explanation - If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final.

25. As emerge out of the provisions of sub-section (1) of section 10 of the Contract Labour Act, the appropriate Government may, by notification in the official gazette, prohibit employment of contract labour in any process, operation or other work in any establishment. When employment of contract labour is prohibited, by issuance of a notification in official gazette by the appropriate Government, what would be the status of the contract labour employed in the establishment. Such a question arose before the Apex Court in the precedent in Steel Authority of India Limited [2001 (7) S.C.C.I.]. The Apex Court ruled therein that there cannot be automatic absorption of contract labour by principal employer on issuance of notification by the appropriate Government on abolition of a contract labour, under sub-section (1) of section 10 of the Contract Labour Act, it would be expedient to reproduce the law laid by the Apex Court which is extracted thus :

> "..... the contract labours fall in three classes viz, (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under section 10 (1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, and in fact and in reality to be the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declare the correct position and as a fact at the stage after employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor. The courts have held that the contract labour would indeed be employees of the principal employer".

26. The Court ruled that neither section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of section 10, prohibiting employment of

contract labour, in any process, operation or other work in any establishment . Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned . It was further ruled therein that in Saraspur Mills case [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In Basti Sugar Mills (AIR 1964 S.C. 355) a canteen was run in the factory by the Co-operative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in Hussain Bhai (supra) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise in an industrial dispute brought before it by the contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

27. As announced by the Apex Court, on issuance of a prohibitive notification, prohibiting employment of contract labour, in any industrial dispute brought before it by the contract labour in regard to conditions of his service, the industrial adjudicator will have to consider the question whether the contract has been interposed either on the ground of having undertaken to produce any given result in the establishment or for supply of the contract labour for the work of the establishment under a general contract or it is a mere ruse/camouflage to evade compliance of beneficial legislation so as to deprive the workers of the benefits therein. Thus the Apex Court announced that a contract labour can raise a dispute before the industrial adjudicator in regard to his conditions of service and in case the contract is found to be not genuine but a mere camouflage. The so called contract labour will have to be treated as employees of the principal employer. The law laid by the Apex Court makes it clear that a contract labour can maintain an industrial dispute against the principal employer, in regard to his service conditions and genuineness of the contract, awarded to a contractor. The contractor may be a formal party but not a necessary party. Therefore, a contract labour can raise an industrial dispute against the principal employer for getting the contract declared as sham or bogus. Consequently it cannot be said that a contract labour cannot maintain an industrial dispute against the principal employer, without impleading the contractor as a party. The issue is , therefore, answered in favour of the claimant and against the Authority.

Issue No. 4

28. Bijender Singh swears in his affidavit Ex. WW1/ A that he used to drive tractor of the Authority in and out of service road and apron area. He was doing same kind of work as performed by regular employees of the Authority. More than 100 workers through the contractor were employed on work on permanent basis. He was performing duties against regular and permanent post and work performed by him was of perennial in nature. The work of his post still exists and fresh appointment was done against that post. Rajuappa was the permanent driver of the Authority, who was doing the same work which was being done by him.

29. Facts projected by the claimant were not disputed on behalf of the Authority. It has emerged that the claimant was working on regular basis as a forklift driver. He worked with the Authority for a period of four years continuously. The work of a driver is of sufficient duration. No evidence was highlighted by the Authority to show that the work of forklift driver was of a short duration and quantum of work available with the Authority was on perennial basis, since forklift drivers are needed for handling the job of import/export cargo.

30. Two requirements, for determination whether the contract labour should be continued or not, are (1) the nature of the work operated upon by contract labour must be of perennial nature i.e. to say it must be sufficiently of long duration and (2) it must be incidental to or necessary for the industry. As projected by the claimant, the Authority works for whole of the year handling of the job of import/ export cargo. The work performed by the Authority cannot be called seasonal. It would be absurd to say that work of forklift driver was seasonal or not of sufficient duration. The work performed by a forklift driver exists for sufficiently long duration and of perennial nature.

31. It is not a matter of dispute that the claimant used to work under supervision and control of Shri Prem Kumar Tahim, Shri Basant, H. N. Singh and Shri Pehal, officers of the Authority. They used to assig work to the claimant. The claimant used to drive tractor in and out of service road and apron area, which is part and parcel of the business area of the Authority. The tractor, which was being driven by the claimant, belongs to the Authority.

The Authority used to employ around 100 workers through the contractor. It is not a disputed fact that regular drivers were employed by the Authority. However, Capt. Raj K. Malik projects that those regular drivers were employed for different functions.

32. Capt. Raj K. Malik was re-examined by the Authority to prove agreement Ex. MW1/2. He unfolds that Ex. MW1/2 was entered into between the Authority and M/s. Sea Hawk Cargo Carriers Pvt. Limited. When Ex. MW1/2 was perused it came to light that it was deemed to have been executed on 16-9-63 and to continue in force up to 15-9-95, until and unless terminated earlier, after due notice to the other party. The contractor was responsible for temporary lifting/binning, after counting and checking consignment, use of cargo at the assigned location correctly and for depalatisation/decataninsation of and to locate cargo within the premises on receipt of intimation from the Authority and on finding it rebin the same in correct location. The contractor was to deploy adequate number (provided in schedule C) of competent handling personnel for efficient prompt and compulsory service. The contractor was duty bound to engage required term for temporary officiating loading of "ready for carriage" export cargo in truck doc area and for counting, checking and shifting it to the examination area within a reasonable time. The Authority was to pay contractor @ Rs. 149 per metric tonne export cargo (including duty bind T.P. Cargo). The Authority was to allow the contractor, his agents, representative or employees to enter the said premises based on possession/conspicuous display of authorised entry permit for the purpose of rendering service for the Authority. Schedule A appended to Ex.MW1/2 makes it clear that the contractor was to provide loader, loader-supervisors, servicemen (for maintenance), equipment operator (for tractor, forklift and high mask lifts etc.) and assistant servicemen. Therefore, out of Ex.MW1/2 it has been brought over the record that equipment operators were to be provided by the contractor. No provision is there in Ex.MW1/2 that such equipment operators were to work under supervision and control of the officers of the Authority. It is not detailed therein that duties were to be assigned by officers of the Authority to equipments operators. As projected by the claimant and admitted by Capt. Raj. K. Malik, the claimant worked under control and supervision of the officers of the authority. Work was assigned to him by the officers of the authority and he carried out his duties under their command and control. He was responsible to discharge his duties to the satisfaction of the officers of the authority. In such a situation it is emerging that though the claimant was initially engaged by the contractor but he performed his duties under control and supervision of officers of the authority. Element of control of work is found to be in the officers of the authority and not with the contractor. It was the officers of the Authority who used to control the power of deciding the things to be done, the way in which it were to be done, the means employed in doing it, the time when and the place where it were to be done. All these aspects of control were there, which are sufficient to conclude that the officers of the Authority were exercising control over acts and conduct of the claimant.

33. Whether there was complete control within the hands of the Authority over the acts of the claimant? For an answer to this proposition it is to be seen whether the control is exercised and if yes where is the right of control. A distinction is to be drawn between physical control and the right to control. Various considerations, such as the nature of undertaking, freedom of action, given magnitude of the work taken from the employee, contract amount to be paid, the manner in which it is to be paid, the power of dismissal or circumstance in which the payment of reward may be withheld, bear on the solution of the question. As brought over the record the claimant was paid by the contractor. The amount which was to be paid to him was to be decided by the contractor. It has been agitated that it was so done to deprive the claimant of his legitimate rights, for less wages were paid to him than permanent employees of the Authority. On other considerations it has come over the record that the authority used to decide magnitude of the work, time at which the work was to be performed, manner in which the work was to be performed, besides its power to decide when service contract of the claimant would come to an end. The claimant projects that when contract of M/s. Sea Hawk Carriers Cargo Pvt. Ltd. came to an end, contract was awarded by the Authority to M/s. Associated Aviation Pvt. Ltd., but he continued to work with the Authority. This proposition was not disputed. No iota of fact was brought over the record to suggest that the claimant was employed by M/s. Associated Aviation Pvt. Ltd., to work as forklift driver and to carry out the contract work awarded to the contractor. therefore, it is highlighted by the claimant that though the contractor changed yet the Authority retained power to decide his term of employment and it was decided that he will continue to work as a driver. Those factor bring it over the record that not only physical control but right to control were retained by the authority in the matter of service contract of the claimant. It is evident that the claimant was under the employment of the Authority. The contract Ex.MW1/2 was devised only with an idea to deprive the claimant of his legitimate rights in the matter of wages, as an employee of the authority. The contract Ex.MW1/2 cannot be held to be a genuine contract.

34. When work of driver was for sufficient duration with the Authority, the claimant was engaged through the contractor. Despite that fact the Authority exercised control over him. Resultantly, contract Ex. MW1/2 is found to be

ruse/camouflage. The claimant is held to be in fact and in reality to be an employee of the principal employer (the Authority) itself, on piercing the veil. The issue is, therefore, answered in favour of the claimant and against the management.

Issue No. 5

35. Bijender Singh swears in his affidavit Ex. WW1/A that he joined service on 17-1-92 on the post of a driver. He worked continuously for a period of more than 4 years and completed 240 days in each calendar year. His services were terminated w.e.f. 3-11-96 without giving notice or pay in lieu thereof and retrenchment compensation. He had proved statement of claim filed before the Conciliation Officer as Ex. WW1/1, copy of written statement filed by the contractor as Ex. WW1/2 and copy of rejoinder filed by him as Ex. WW1/3. During the course of his cross-examination, he unfolds that charge-sheet Ex. WW1/8, relating to a theft case, was filed against him. He was discharged by Ld. ACMM on 11-2-2002, vide his order Ex. WW1/9. In his claim statement, he has projected that he was implicated in a false case on 3-11-96. Facts unfolded in Ex. WW1/1 project a situation which portrait a different story than one propounded by the claimant. Ex. WW1/1 was filed by the claimant before the Conciliation Officer. In this document, he presents that he continuously worked from 17-1-92 till 6-10-96. he went on to detail that on 3-11-96, he was indicated in a false case of theft. His services were terminated on 3-11-96, as he was arrested by police in a false case. When dissected, it emerges that he projects a claim of continuously serving the Authority from 17-1-96 till 6-10-96. He further elaborates that on 3-11-96 he was implicated and arrested in a false case. He concludes that his services were terminated on 3-11-96. Therefore, sequence of events, presented by the claimant in Ex. WW1/1 make it clear that the claimant claims to have served continuously from 17-1-92 till 6-10-96. He does not project that from 6-10-96 till 3-11-96 he performed his duties. He was arrested in a theft case on 3-11-96. Ex. WW1/8 is the first page of charge-sheet filed against the claimant and others. Complete copy of charge-sheet was not filed by him. However, out of Ex. WW1/8 it emerges that an FIR was lodged by the Authority with the police of I. G. I. Airport on 8-10-96, in respect of theft committed at its premises. Consequently it is evidence that a case was registered by the police bearing FIR No. 440/96 on 8-10-96 and the claimant was arrested in that case on 3-11-96. His silence on fact as to whether duty was performed by him from 6-10-96 till 3-11-96 gives an inference that he was absconding, apprehending his arrest in the said case. He was arrested by the police on 3-11-96 as admitted by the claimant. Claim projected by him that his services were terminated on 3-11-96 is not substantiated by any document. No termination order has been placed over the record. Though the claimant has been held to be an employee of the Authority, declaring contract Ex. MW1/2 as sham/bogus, yet practically on 6-10-96, he was on the roll of the contractor. When he absconded from his duties and was arrested by the police on 3-11-96 , there was no occasion for the Authority to terminate his services on that date.

36. Claimant nowhere project that on 3-11-96 officers of the Authority terminated his services by an oral order. He does not project a case that the contractor terminated his services orally or by a written order. When he was arrested by the police on 3-11-96, in such a situation it was not within his competence to reach his duty premises. When he was away from the place of his work, there was no occasion either for the officers of the Authority or for the contractor to terminate his services on 3-11-96. Hence his contention that his services were terminated on 3-11-96 is nothing but litany of lies.

37. Not even a word has been spoken by the claimant in affidavit Ex.WW1/A that he approached the management for performing his duties on any day from 3-11-96 till 11-1-2002. He was facing trial before a criminal court in respect of charges of theft in the aforesaid case. On 11-1-2002 Additional Chief Metropolitan Magistrate, Patiala House Court Complex, Delhi, passed an order of discharge. The said order does not speak even a single word about the merits of the case. Claimant was discharged on technical grounds, relying a precedent handed down by the Apex Court in Common Cause [1996 (1) SCC 404], since for a period of more than 3 years no charge was framed against the claimant and the Apex Court had ruled that such case should be dropped on that court only. Merit of the case is not material for this Tribunal. The discharge is also not a fact in issue. However it emerges that when claimant was discharged, he was emboldened to raise a dispute relating to his reinstatement in the service. Thereafter he filed a claim statement Ex. WW1/1 before the Conciliation Officer on 29-1-2003. Prior to filing of that claim before the Conciliation Officer, he raised a demand on the Authority for giving him a clearance certificate and to reinstatement him in service on 21-1-2003. A letter was also posted by him to the Authority in that regard on 10-1-2003, However, prior to January, 2003, he kept mum over the issue. Therefore, it is obvious that from 6-10-96 till 10-1-2003 the claimant went in hibernation. He remained oblivious of the fact that a duty was cast on him to report to his work place. No fact was brought over the record that till January, 2003, he ever approached the Authority or the contractor seeking an opportunity to perform his duties.

38. A contract of service comes to an end when a workman abandons his job. But "abandonment of service" has not been defined by the Act. Therefore, it would be expedient to know what words "abandon" and

"abandonment" mean. C arily, v abandon" does not mean merely "leaving" but "leaving completely and finally". Word "abandonment" would indicate that it has a connotation of finality, which would mean relinquishment or extinguishment of a right, giving up of something absolutely, giving up with an intent of never claiming a right or interest, to renounce or forsake utterly. In order to constitute on "abandonment" there must be a total or complete giving up of duties, so an to indicate an intention not to resume the same. Abandonment must be total and under circumstances which clearly indicate an absolute relinquishment. A failure to perform duties pertaining to an office must be with an actual or imputed intention on the part of the officer to abandon and relinquish the office.

39. Abandonment is a voluntary positive Act. A man must expressly say that he gives up his right. If he remains quite, it cannot be said that he is forsaking his title to property or his interest therein. An offfice is abandoned by ceasing to perform its duties. A temporary absence is not, ordinarily sufficient to constitute an abandonment of an office. A mere absence of a workman from duty can not be treated as an abandonment of service. Abandonment or relinquishment of service is always a question of intention and normally, such an intention can not be attributed to an employee without adequate evidence is that behalf. However, the "intention" may be inferred from the acts and conduct of the party. The question as to whether the job, infact has been abandoned or not, is a question of fact which is to be determined in the light of the surrounding circumstances of each case.

40. The claimant performed his duties till 6th of October, 96. On 8th of October 96 a case of theft was lodeged against him. He evaded arrest and ultimately was arrested on 3-11-96. Till the date of his arrest, no leave application was moved by the claimant. Even after his arrest, he opted not to inform his employer or to move an application for leave. Till 10-1-2003, for a period of more than six years, the claimant remained absent from his duties. Therefore, these facts give an impression that he voluntarily opted not to join his duties for more than six years. These facts are sufficient to conclude that the claimnat deemed to have left his services and he cannot agitate now that his services were terminated by the Authority or the contractor. It cannot be said that the services of the claimant were terminated/discontinued by the Authority w.e.f. 3-11-96. It does not amount to retrenchment within clause (oo) of Section 2 of the Act.

41. Question referred by the appropriate Government for adjudication, as to whether action of the Authority in terminating services of the claimant w.e.f. 3-11-96 is just, legal and valid, has no relevance in view of facts and circumstances detailed above. Since the claimant had absandoned his services w.e.f. 6-10-96, in that situation no occasion arises to ascertain justification, legality and validity of the proposition as to whether services of the claimant were terminated by the Authority on 3-11-96. In view of these facts it is concluded that it was the claimant who is deemed to have abandoned his services w.e.f. 6-10-96.

42. When claimant himself has abandoned his services, no directions are to be issued to the Authority in relation to his reinstatement in service. however, the claimant was ordered to be deemed in the employment of the Authority from 17-1-92 till 6th of October, 96, he would be entitled to all benefits for that period.

43. Capt. Raj. K. Malik swears in his affidavit that the management of the Authority was transferred to M/s. Delhi International Airport Pvt. Ltd. w.e.f. 3-5-06, on the strength of Ex. WW1/1. This fact is not in dispute. Industrial law recognizes that rights and obligation of old concern remain in existence and capable of being in force against the new management and are not affected by substitution of new management for the old. Reference can be made to Kays Constructions Company (Pvt. Ltd.) (supra). When there is a transfer of business from one management to another, the rights and obligation existing between the old management and their workers continue to exist vis a vis the new management after the date of transfer, provided, however, there is continuity of service and identity of business. In other words , transfer of business ipso facto does not terminate service of a workman employed in such business and the new management is bound to continue him with same emoluments and with continuity of service. This principle of industrial law finds recognition in a statutory of service. This principle of industrial law finds recognition in a statutory provision, enacted by clause (c) of sub section (3) of Section 18 of the of the Act. Reference can be made to the precedent in Annakapulla Cooperative Agricultural and Industrial Society [1962 (II) LLJ 621] wherein the Apex Court laid down relevant factors to be taken into account for determining the question as to whether a predecessor of an industrial concern can be held to be successor in interest of the vendor.

44. Herein the case there is no dispute that M/s. Delhi International Airport Pvt. Ltd. is the successor in interest of the authority. Therefore, obligations in respect of the calimant being an employee of the authority from 17-1-92 till 6-10-96 would be discharged by the successor in interest of the Authority. With these missives an award is, passed. It be sent to the appropriate Government for publication.

Dated : 20-8-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 28 सितम्बर, 2010

का.आ. 2686.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जोदा वेस्ट मैगनीज माईन्स ऑफ मैसर्स टिस्को केन्जौर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 7/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-9-2010 को प्राप्त हुआ था।

[सं. एल-27012/4/2003-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 28th September, 2010

S.O. 2686.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.7/2004) of the Central Government Industrial Tribunal/Labour Court Bhubaneswar-2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Joda West Manganese Mines of M/s. TISCO Keonjhar and their workmen, which was received by the Central Government on 28-9-2010.

[No. L-27012/4/2003-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri J. Srivastava,
Presiding Officer, C.G.I.T.- cum-Labour Court, Bhubaneswar.

Industrial DisputeCase No. 7/2004

Date of Passing Order-16th August, 2010

Between :

The Management of Sr. Divisional,
Manager (Mines) Joda West Manganese,
Mines of M/s. TISCO, Keonjhar,
....1st Party-Management

And

Their Workmen Shri Biswamitra Gope,
Qrs. No. 2R/194, New Colony Joda, West Mn.
Mines of TISCO, At/PO. Joda, Distt Keonjhar,
...2nd Party-Union

APPEARANCES

Shri P. K. Mohanty .... For the 1st Party
Advocate Management

None ...For the 2nd Party-
Workman.

ORDER

Case is taken up today. Advocate for the 1st Party—Management is present. None is present for the 2nd Party—Workman.

Learned counsel for the 1st Party—Management states that the 2nd Party—workman had died some time in the year 2008. He had also moved a memo on 19-1-2009 regarding death of the 2nd Party workman two months back. Advocate for the 2nd Party workman on the last four dates was directed to take steps but no steps for substitution have been taken till today. The dispute has been referred for adjudication with regard to the legality and justification of termination of services of the 2nd Party workman. With the death of the 2nd Party workman and failure to take steps within a period of one year and nine months this reference stands abated as no cause of action survives. As such reference is liable to be returned to the Government of India, Ministry of Labour as unanswered and is returned accordingly to the Government of India, Ministry of Labour for taking necessary action at their end.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 28 सितम्बर, 2010

का.आ. 2687.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बम्बई इन्टेलिजेन्स सिक्योरिटी इंडिया लिमिटेड एन्ड ओ. एन. जी. सी. लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-2 के पंचाट (संदर्भ संख्या 22/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-9-2010 को प्राप्त हुआ था।

[सं. एल-30011/72/2001-आईआर(एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 28th September, 2010

S.O. 2687.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.22/2002) of the Central Government Industrial Tribunal-cum-Labour Court, 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of (1) Bombay Intelligence Secuirty (I) Ltd. (2) ONGC Ltd. and their workman, which was received by the Central Government on 28-9-2010.

[No. L-30011/72/2001-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT

A. A. LAD, Presiding Officer

Reference No. CGIT-2/22 of 2002

Employers in relation to the Management of

(1) Bombay Intelligence Secuirty (I) Ltd.

The Managing Director,
Bombay Intelligence Secuirty (I) Ltd.,
101, Swamilila Shah Co-op. Hsg. Society Ltd,
Garden Lane, Beh. Shreya Cinema,
Ghatkopar, Mumbai 400 086.

(2) Oil & Natural Gas Corporation Ltd.

The Executive Director (MRBC),
Vasudara Bhavan, Bandra (E),

Mumbai 400 051. ... FIRST PARTY

V/s.

Their Workmen

The Secretary, Transport & Dock
Works Union,
P. D. Mellow Bhavan, Carnac Bunder,
Mumbai 400 038. ....SECOND PARTY

APPEARANCE:

For the Employer (1): Mr. A. K. Jalisatgi, Advocate
(2): Mr. G. D. Talreja, Representative

For the Workmen : Mr. A. M. Koyande, Advocate

Date of reserving the Award : 19-7-2010

Date of Passing the Award : 3-8-2010

AWARD- PART 1

The matrix of the facts as culled out from the proceedings are as under:

1. The Government of India, Ministry of Labour by its Order No. L-30011/72/2001-IR (M) dated 9th October 2001 in exercise of the powers conferred by clause (d) of sub section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following disputes to this Tribunal for adjudication.

> "Whether the action of the Management of Bombay Intelligence Services (I) Ltd., in removing Sh. Jagdish K. Gupta, Ex-Security Guard from the employment w.e.f. 22-9-2000 is legal and justified ? If not, what relief the workman concerned is entitled to?"

2. Statement is filed by the Secretary of the Union i.e. Secretary of the Transport & Dock Workers' Union at Exhibit 8 stating and contending that, it is a registered Trade Union registered under Indian Trade Union Act, 1926, having its office at P.D'Mellow Bhavan, P.D'Mellow Road, Carnac Bunder, Mumbai 400 038. It is stated by the 2nd Party Union that M/s. Bombay Intelligence Security (India) Ltd. 1st party (1), is having its office at 9/A3 Swamilila Shah Co-op. Housing Society Ltd. Garden Lane, Behind Shreyas Cinema. Ghatkopar, Mumbai 400 086 is a Contractor of the 1st Party (2) who is providing Security Guards to work in the various establishments of the ONGC at various places in the State of Maharashtra. It is contended by the 2nd Party Union that the said ONGC, Ist Party (2) is a Corporate Body controlled by the Government of India, through the Ministry of Petroleum having its Regional Office at Vasudhara Bhavan, Bandra (East), Mumbai.

3. According to Union Jagdish K. Gupta was appointed by the said Employer before 15 years as Security Guard and he worked continuously in the establishment of the 1st Party (2) at Arcadia, Nariman Point, Mumbai. According to 2nd Party Union, it served strike notice and Charter of Demands regarding revision of wages of the contract workers working in the establishment of ONGC at various places in the State of Maharashtra According to Union, said strike notice and Charter of Demands was admitted on Conciliation Proceedings and conciliation proceedings started. It is stated that, as said Gupta is the representative of the, Union the officers of the ONGC i.e. 1st Party (2) and the Employer jointly decided to penalize Gupta and to create panic in the mind of the workers. According to Union, said Gupta was transferred from Arcadia to Bengal Chemicals. According to Union said Gupta joined his duties at Bengal Chemicals but after few days, he was again transferred from Bengal Chemicals to the establishment of ONGC at Mallet Bunder without any reason. According to Union, there is no provision for transfer of such employees. It is case of the Union that, the transfer by both the employers is illegal and is in contravention of the provisions under Section 33 of the Industrial Disputes Act, 1947. According to Union, such tranfers are made just to harass the workers. According to Union, Gupta was served with the Show Cause notice dated 20-10-2000 which he replied categorically vide his letter dated 3-11-2000. It is stated by the Union that, again Union wrote to the Executive Director of ONGC vide letter dated 6-11-2000 and brought the contents of the said notice to his knowledge in which factual position was summarized and requested that the officers of the ONGC to look in the welfare of the workers and did not harass the contract workers and transfer them. It is case of the Union that both the Employers harass the workers. It is its case that

employers should not transfer their workers without any reason or without any provisions. So the Union, pray that, the concerned workman Gupta who was not allowed to report on duty with effect from 22-9-2000 be treated as termination and it pray that, the said be quash and set aside with directions to 1st Party to reinstate him with benefit of full back wages and continuity of service.

4. This is disputed by the 1st party (1) by filing Written Statement at Exhibit 10 stating and contending that, Reference is not maintainable in law as well as on facts and as such it deserves to be dismissed. It is contended by the 1st party (1) that, there is no industrial dispute in existence between the parties within the meaning of Section 2 (k) or Section 2A of the Industrial Disputes Act, 1947. It is case of the 1st Party (1) that, Enployer has not terminated the services of the concerned workman Mr. Gupta. It is case of the 1st Party (1) that, the concerned workman Gupta was redeployed by the Employer from one place to another. It is case of the 1st party (1) that, since the concerned workman did not report at the place where he was re-deployed, question of terminating him does not arise since has not reported on duty. It is case of the 1st party (1) that, he has been deployed by M/s. Bombay Intelligence Services (1) Ltd. It is stated by the 1st party (1) that, there is no relationship that of 'employer' - 'employee' between the concerned workman and ONGC Ltd. i.e. 1st Party (2). It is case of the 1st party (1) that, even no relief is sought by the Union against 1st Party (2) nor there is any averment in the Claims Statement that, he is employee of the ONGC, 1st Party (2). According to 1st Party (1) dispute raised by the Union regarding transfer policy is illegal. It is case of the 1st party (1) that, though Union challenge it but it is not challenged in the complaint. It is case of the 1st party (1) that, there is no demand on the part of the Union or workman that the alleged termination should be set aside and that, the concerned workman should be reinstated. It is case of the 1st Party (1) that however, in the subject matter of the Reference Schedule of the Order is in respect of the alleged removal of the concerned workman from the services. It is case of the 1st party (1) that, in the absence of any such demand or complaint of the Union or by the concerned workman regarding alleged termination. Reference does not survive and it is not legal and tenable. It is denied that, he is purposely transferred from one place to another. It is denied that the employee cannot be transferred as stated by the Union. It is case of the 1st Party (1) that, since the workman refused to report at transferred place, question does not rise to reinstate him. Even it is case of the 1st Party (1) that the workman is still at liberty to report for work subject to the rights of the Employer to take disciplinary action against him as he remained unauthorisedly absent. It is case of the 1st party (1) that, since he was not terminated the question of reinstating him and considering prayer of back wages does not arise. So it is prayed that the prayer prayed by the Union for the concerned workman be rejected.

5. Amended Claims Statement is filed by the 2nd Party at Exhibit 13. Amended Written Statement is filed by 1st party (1) at Exhibit 15 stating that, amendment carried out is imaginary and does not have any force to consider it.

6. 1st Party (2) filed Written statement at Exhibit 31 stating and contending that, the Reference is not maintainable against it. It is stated that, it is not Employer of the concerned workman. It is stated that, there is no relationship of master and servant between the 1st Party (2) and the concerned workman. It is case of the 1st party (2) that, since there is no relief is sought against it, its name be deleted from the Reference. It is case of the 1st party (2) that, since the concerned workman is contract employee and relief is sought against Contractor, question does not arise to consider the ONGC as a party in the proceedings. So it is prayed that the 1st Party (2) be deleted from the Reference.

7. Even by application at Exhibit 32 1st Party (2) prayed for deletion of its name and disposal of the Reference against it which is replied by the 2nd Party by filing reply at Exhibit 34 stating that, since 1st party (2) is the original Employer for concerned workman and 1st Party (1) is supplying security services of the concerned workman cannot be deleted from the Reference.

8. In view of the above pleadings Issues were framed at Exhibit 25. Out of those Issues Nos. 1 and 2 are treated as preliminary Issues which I answer as follows:

	Issues	Findings
1.	Is reference suffering from mis-joinder of parties	Yes
2.	Whether Reference is maintainable	Reference is maintainable against 1st Party (1) and not maintainable against 1st Party.

REASONS :

ISSUES NOS. 1& 2:

9. It is case of the Union that, the concerned workman Gupta worked with the 1st Party (2) on behalf of 1st Party (1). According to union, 1st Party (1) is providing Security services to 1st party (2). According to Union said workman is transferred from one place to another without any provision. There is no power with the 1st party to transfer the employees from one place to another. Dispute was raised by the Union with Conciliation Officer at that

point of time it was admitted. Case of the Union is that, when concerned workman went to report on duty he was not permitted to report on duty w.e.f. 22-9-2000 which is nothing but illegal termination. Whereas case of the 1st party (2) is that Reference is not maintainable against it i.e. against ONGC 1st party (2). It is their case that Reference is bad for joinder of the 1st Party (2). It is its case that, 1st Party (2) is made party without reason.

10. Heard both on this point. However, it is to be noted that, no oral evidence is led by either side.

11. Perused the documents and evidence submitted by both the parties with list of citations at Exhibit 36. Those documents are in the Xerox form, more precisely copies of letters. Besides those documents refer to MoU which took place between 1st Party and 1st Party (2). Besides documents are produced at Exhibit 33 showing the names of the employees working with ONGC through 1st Party.

12. ONGC is made party in the Reference but admittedly no relief is sought or prayed against it. If we peruse the Claims Statement and reliefs sought we find that relief of reinstatement is claimed by the Union against 1st Party (1). Admittedly 1st Party is supplying security services to 1st Party (2) and admittedly there is no direct relationship of the 'employer'—employee between the concerned employee and the 1st Party (2) i.e. ONGC. Even it is not case of the Union that, ONGC is direct employer of the concerned workman and the concerned workman is direct employee of the ONGC and no relief was sought against 1st Party (2). When there were no such relations, in my considered view, this Reference does not servive against ONGC i.e. 1st party (2).

13. Besides ONGC, 1st Party (2) is made party and when no relief is sought against it, definitely making ONGC as a party affects on the reference as it is unwanted party as ONGC is unwanted party. When ONGC i.e. 1st Party (2) is unwanted party and when no relief is sought against it, in my considered view, the Reference is not maintainable against it i.e. 1st Party (2). So I conclude that, Reference is maintainable against 1st Party (1) only but not against 1st Party (2). Hence, the order :

ORDER

(a) Reference is maintainable against 1st Party (1) and not maintainable against 1st Party (2) i.e. O.N.G.C.;

(b) Union and 1st Party (1) to attend further hearing on the date given ;

(c) no order as to its costs.

Mumbai,
3rd August, 2010

A. A. LAD, Presiding Officer

नई दिल्ली, 28 सितम्बर, 2010

का.आ. 2688.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मद्रास रिफाइनरीज लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 128/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-9-2010 को प्राप्त हुआ था।

[सं. एल-30011/3/99-आईआर(एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 28th September, 2010

S.O. 2688.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.128/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Madras Refineries Ltd., and their workmen, which was received by the Central Government on 28-9-2010

[No. L-30011/3/99-IR (M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 30th August, 2010

Present: A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 128/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Madras Refineries Ltd. and their Workmen)

BETWEEN

The General Secretary, Madras Refineries Workers Union, MRL Campus, Manali Chennai - 600008 : 1st Party/Petitioner Union

Vs.

1.Madras Refineries Ltd. Indco Serve Society Ltd., Rep. by its Director (Operations), Manali, Chennai - 600068 : 2nd Party/1st Respondent

2. The Management of Madras Refineries Ltd./ Chennai Petroleum Corporation Ltd., : 2st Party/2nd Respondent

Rep. by its Chairman and
Managing Director,
MRL Campus, Manali
Chennai - 600068

APPEARANCE

For the 1st Party/ Petitioner : M/s Ramapriya Gopalakrishnan Advocate
For the 2nd Party/ 1st Management : Sri S. Jayaraman & : H. Balaji Advocate
2nd Party/2nd Management : M/s. S. Ramasubramiam & Associates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-30011/3/99-IR (M) dated 28-5-1999 referred the following Industrial Disputes to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the demand of Madras Refineries Workers Union for absorption of workmen listed in Annexure A as regular employees of Madras Refineries Ltd., is justified? If so,to what relief the workmen is entitled ?"

2. After the receipt of Industrial Dsipute, this Tribunal has numbered it as I.D. 128/2001 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim, and Counter Statement respectively.

3. Subsequently as per order of the High Court of Madras in Writ Petition No. 15653/2001 the ID was ordered to be amended directing to implead the Madras Refineries Ltd., now known as Chennai Petroleum Corporation Ltd. as 2nd Party/2nd Respondent and accordingly the main ID was amended. Thereafter, Amended Claim Statement in lieu of the initial Claim Statement, Counter Statement of 2nd Opposite Party, Additional Counter Statement of 1st Respondent and Additional Counter Statement of 2nd Responedent were filed.

4. The averments in the Amended Claim Statement bereft of unnecessary details are as follows :

The Petitioner Union represents the interests of about 380 workers of Madras Refineries Ltd. (now renamed as Chennai Petroleum Corporation Ltd.) who are members of the MRL Industrial Cooperative Society Ltd. of which details of the workers have been annexed. All the workers had joined the service of Madras Refineries Ltd. between 1983 and 1986 and have been continuously in service. Some of them had joined service as Contract Labourers in 1983. In 1983, MRL Industrial Cooperative Society Ltd. was created by the then Chairman -cum-Managing Director of MRL viz. Sri V. R. Deenadayalu with a view to abolish the Contract Labour System in MRL. One of the avowed objective of the Society as disclosed from its byelaws is the improvement of the economic conditions of the workers. When the Society was formed it appeared lucrative to be a member of the Society since the members were paid wages at Rs. 12 per day against Rs. 8 till then paid by the contractors. There was Canteen facility extended as well to the members of the Society which was not available to the contract workmen. The contract workmen also opted to become members of the Society in a phased manner. That apart certain Telephone Operators and Petroleum Bunks Workers of MRL directly engaged by the Management were also made workers of the Society. After 1986 Society closed its membership. The key posts in the Society were held by Senior Managerial Personnel of Madras Refineries Ltd. The President of the Society is Director (Operations) and Vice-President is the General Manager (Personnel and Administration). Six out of Eleven Directors are representatives of the MRL Management and only Five Directors are from worker members of the Society. Society Office is situated within the MRL campus. The workers purportedly engaged through the Society are direct workers of Madras Refineries Ltd. The points in support of the fact are that Management of Madras Refineries Ltd. has administrative supervisory and disciplinary control over the worker members of the Society. Each day they report for work after punching their cards to the Shift In-charge of the concerned department who himself assign work to them. Shift In-charge supervises their work. Leave letters are submitted to the Shift In-charge. Wages are remitted by the Management of Madras Refineries Ltd. into their bank accounts and pay-slips are issued by them. Management exercises disciplinary control over them, issuing Charge Memos, Conducting Disciplinary Proceedings and Imposing Punishment as in the case of direct workers. Management issues uniforms and footwear, affords canteen facilities purportedly done through the Society. Working hours are same as of the direct workers. In addition Society Workers work for half a day on Saturdays unlike direct workers. Even on Sundays the Society workers are assigned work. They are engaged as Electricians, Fitters, Machinists, Plumbers, Carpenters, Drivers, Welders, Automobile Workers and for work of filling of Asphalt Drums, for loading and unloading of products, house-keeping, gardening, repairing and maintenance of MRL vehicles, etc. which are work of permanent and pereninal nature integral to the manufacturing process of MRL. They have been engaged continuously for over last 15 years as such which is indicative that they are required to be engaged on a regular basis. Engagement of contract labour for work integral to the manufacturing process of industry and work of permanent and perennial nature is not permissible under the Contract labour (Abolition and Regulation Act), 1970. The Society is nothing but a paper device created by the Management of MRL to avoid direct employers liability in respect of the workers in the annexure in order to circumvent the beneficial labour welfare legislations. Lifting the veil of the Society will clearly reveal so. It is to deprive

the said workers the appropriate wages and their rights under various labour welfare legislations. On lifting the veil the Indco-Serve Workers are entitled to absorption in the regular service of MRL w.e.f. the date of their initial engagement by the Management of MRL. MRL has been using the Society as an effective device to deprive the said workers of their lawful rights. Prior to 1995, the Indco-Serve Workers were paid consolidated wages and in 1995 they were brought on time-scale of pay. For certian jobs direct workers and Indco-Serve Workers are engaged whereas for certain other kinds of jobs Indco-Serve Workers are exclusively engaged e.g. Asphalt filling and loading, Wax filling and loading. Electricians are jobs for which both set of workers are engaged where both of them do the same work. In accordance with the principles of equal pay for equal work the Indco-Serve Workers are entitled to the same wages as of permanent direct workers. But for the same kind of job the wages paid to Indco-Serve Workers are much lower. The wages of direct workers are 3 to 4 times higher. While an Indco-Serve Electrician draws basic pay of Rs. 1,100 per month, a direct electrician is paid at about Rs. 2,500 per month. Retirement age of Indco-Serve Worker is 58 years against 60 years in the case of direct workers. No Shift Allowance is given to Indco-Serve Workers in contra distinction to direct workers. While Indco-Serve Workers get only one weekly off on Sunday, direct workers get on every Saturday and Sunday. Indco-Serve Workers get only 22 days Earned Leave in an year against 48 days for the direct workers. While Indco-Serve Workers have only the benefit of treatment in ESI Hospitals, direct workers are afforded additional benefit of treatment in Private Hospitals with better facilities. While direct workers avail commuting the same is not provided to Indco-Serve Workers. While direct workers are having various loan facilities and housing loan up to Rs. 6.00 lakhs, the same is not therefor Indco-Serve Workers. The Madras Refineries Workers Union was formed and registered in 1989. All the Indco-Serve Workers are members of it. Union elections have been held in the premises of MRL and infrastructure for the same and Police Bandobast are arranged by the MRL. Due to persistent demand of the Union 250 members of the Union have been made regular workers of MRL between 1993 and 1994. No principle of seniority was followed. With absorption of junior workers senior Indco-Serve Workers continue as such. Between 1983 and 1986, 136 Indco-Serve Workers were absorbed. In 1990 it was assured that 185 Indco-Serve Workers would be absorbed with 3 months and the other workmen thereafter in a phased manner. The assurance was not kept up. Representations of the Union were in vain. Hence the ID is raised. Action in not regularizing the Indco-Serve Workers is discriminatory and violative of Article 14 and 16 of Constitution of India. It is a model employer. It amounts to unfair labour practice. The workers are entitled to be unconditionally absorbed with effect from their initial engagement. After having utilized their services for over last 15 years it cannot be pleaded that they are over aged, not qualified for the posts, not medically fit, etc. It cannot also be pleaded that Management does not presently have manpower requirement in order to absorb them since their continuous employment for over 15 years is sufficient testimony of the necessity of their services on a regular basis. Hence the claim for absorption of the 380 workers under the MRL.

5. The averments in the Counter Statement of the Respondent briefly reads as follows :

The claim petition is wholly misconceived and is not maintainable Madras Refineries Ltd. now CPCL engaged Contractors who employed workmen from the neighbourhood. The contract workmen formed a Society among themselves with themselves as members to avoid exploitation in which CPCL involved itself in the formation for their benefit. Society was formed in 1983 and was registered under the Tamilnadu Cooperative Societies Act, 1961. Byelaws were formulated. Similar other workmen under Contractors also applied for membership and became members to whom Share Certificate were issued. Criterion for membership was a minimum of 3 years service under one of the Contractors who worked inside the CPCL and completion of 1 year as a non-member. Membership of 126 in the beginning in 1983 rose to 746 in 1987 and 1988. Now there are 13 Directors on the Board of the Society in which 7 Directors are elected by the members of the Society and 6 are nominated representing CPCL. Society themselves got registered with the Office of the PF Commissioner and Employees State Insurance Corporation with allotment of separate Code Numbers for the welfare of the members. For supply of labour under Contract Labour (Regulation and Abolition) Act, the Society was a Contractor under a license renewed from time to time. Initially the workers were paid consolidated salary. On 30-8-1996, a 12 (3) settlement was signed between the Society and Petitioner Union effective from 16-6-1995 for a period of 5 years in order to give more benefits and facilities to the workers. The said settlement is in vogue. For regulating employment and other service conditions Standing Orders were formulated and approved by the District Industries Centre, Government of Tamil Nadu. The Society supervises work of the employees through it Supervisors. Control over the employees vested only with the Society. Members are also given canteen facilities with an electronic attendance system. Society made profit of Rs. 1.77 lakhs and Rs.3.84 lakhs in the year 1998-1999 and 1999-2000 respectively. The Society was adjudged as the best cooperative society by the Government of Tamil Nadu from 1985-1994 and 1996. Society members have been given bonus since 1985-1986 and last year @ 17%. The Society is factually and legally a separate entity. It is baseless to claim that Society is only a device of CPCL. The workers are members and workmen under the Society. The objective of the Society was the improvement of the economic conditions of the

workers. It is incorrect that certain other Telephone Operators and CPCL Petrol Bunk Workers directly engaged by MRL were also made Indco-Serve Workers. Only workmen of erstwhile Contractors were made members of the Society. Nomination to the 6 Directors as representatives of CPCL done by it is to provide administrative support to the Society as majority of the members is not equipped to administer the day to day affairs of the Society. The provision of premises for the Society within the campus is only by way of convenience. Society deploys workmen to different places on the requirement of CPCL from time to time. For administrative convenience workers are asked to report directly to certain areas in the refinery. It is denied that wages were paid to them directly by the CPCL in their bank accounts. Respondent Society pays the wages. It is denied that CPCL Management exercises disciplinary control over them as in the case of direct workers. Disciplinary proceedings are done only under the Certified standing Orders. Uniform is provided by the Respondent to its members for the sake of convenience and safety. The work of the workmen cannot be termed as perennial in nature. Nature of work of the workmen is different from the work of CPCL employees in terms of skill, complexity, technical requirements etc. CPCL employees are highly trained and qualified. The workers serve only to assist and function as heplers of CPCL employees. The claim for removal of disparity between the wages of Electricians among the contract workmen and the CPCL is not sustainable. The workmen are covered by the Memorandum of settlement with regard to wages and benefits and the conditions of employment are governed by the Certified Standing Orders. Both sets of employees are working in two different entities. Their conditions of service are different inter se. About 259 members of Society have been recruited as workmen of CPCL since 1984, purely based on qualifications, experience and vacancies. As required under the Cooperative Societies Act, Profit and Loss Account and Balance Sheet are drawn for the Society. The claim is to be dismissed.

6. The averments in the Counter Statement by the 2nd Opposite Party briefly stated are as follows :

There is no employer-employee relationship between it and the workmen. The Indco-Serve Society is a separate legal entity. Several Contractors employed by it from time to time over and above permanent enployees attending to certain other jobs appeared to have formed a Society and became members of the Society in 1983 and got registered under the Cooperative Societies Act, 1961. Other workmen under some other Contractors also appeared to have joined the Society as members. The 2nd Respondent also became member of the Society in 1983. On formation of the Society there was request to CPCL to extend facilities like building, furniture and fittings, tools and equipment, one Asstt. Accountant, one Typist/Clerk at the cost of CPCL for its functioning. Society also requested for entrusting various jobs such as filling up of LPG Cylinders and Asphalt Drums, loading and unloading of these products, housekeeping, plumbing, gardening, repairing and maintenance of vehicles and such other jobs. CPCL is the registered principal employer under the Contract Labour (Regulation & Abolition) Act, 1970 and the 1st Respondent is a licensee. Society functions independently. It employs its workmen under the supervision of its own Supervisors. CPCL does not interfere with it. It does not supervise or control their work. Society has its own byelaws. Society has a separate wage structure. In the absence of Board of Directors, Special Officer appointed by the Government of Tamil Nadu administers the Society. Members of the Petitioner Union are members/employees of the 1st Respondent only. Disciplinary control over them is with the Society. CPCL deputed its Officers on request of the Society to assist the Society. The members of the Society also appear to have formed MRL Indco-Serve Members Cooperative Thrift and Credit Society for their benefit. 86 employees appear to have left the service of Society availing VRS announced by Society. Society is an Income Tax Assessee independently. Profit of Society is shared among the members. Society is a complete independent entity un-integrated with CPCL. Society's decision are taken by itself or its officers. Power to determine recruitment, conditions of service, disciplinary action, grant of leave and retiral benefits was exclusively with the Society. It could not be said that arrangements between CPCL and Society are sham. Arrangements were purely business arrangements for the benefit of Society and Corporation. Employees of the Society are truly the employees of the Society. With a mere contract between Society and CPCL the employees cannot be absorbed by the Corporation. The claim is to be dismissed.

7. In the Additional counter Statement of the 1st Respondent further contentions raised in a nutshell are as follows :

The object of the Society is to take up and execute various works entrusted by CPCL and also to strive for the improvement of economic conditions of member workers. The 1st General Body Meeting of the Society was held on 6-10-1983 on which date byelaws was registered. The minutes recorded and resolutions passed in various meetings will disclose that Society is a separate entity and are registered Contractor of M/s CPCL. When specially knowledgeable persons were required in the Society, it used to get them from CPCL. Byelaws enable CPCL to become a member of Society by purchasing shares. To become a member, worker should by purchasing shares for Rs. 100 returnable on resignation. Some member of the Society were recruited by CPCL and thereupon they resigned from the Society and their names deleted. Settlements are entered into between the Society and its workmen. Work performed by Society employees are those as per the contract between Society and CPCL. The work does not relate to production activity.

8. Further contentions raised in the Additional Counter Statement of the 2nd Respondent in a few words are as follows :

The referred issue is covered by a 12 (3) Settlement dated 15-12-1997 under which some employees of the Society have already been absorbed by CPCL. Hence the present reference is without jurisdiction which cannot be a matter of an ID. The reference is not for a declaration that the Society employees have been employees of CPCL or for that the contract between Society and CPCL is sham. It is beyond jurisdiction to go into the claim that the contract is a sham. The claim is to be dismissed.

9. Points for consideration are :

(i) Whether the demand of the petitioner Union for absorption of workmen listed in Annexure-A as regular employees of Madras Refineries Ltd. now known as Chennai Petroleum Corporation Ltd. is justified?

(ii) To what relief the concerned workmen are entitled?

10. The evidence consists of the testimony of WW1, Sri R. Rajendran, General Secretary of the Petitioner Union and Ex. W1 to Ex. 129 on the side of the petitioner. On the side of the Respondent the evidence consists of testimony of MW1 and MW2 viz. Sri K. Rajan and Sri B. Issac and document Ex. M1 only.

Points (i) & (ii)

11. Heard arguments of both sides, oral and written and perused the records and documents. The learned counsel for the petitioner, M/s. Rama Priya Gopalakrishnan, Sri S. Jayaraman, Counsel for the 1st Respondent and Sri Sanjay Mohan for M/s. S. Ramasubramaniam and Associates keenly canvassed for their contentions in consonance of and consistent with their respective pleadings. The reference relates to the justifiability of the demand of the Petitioner Union for absorption of its workmen, about 380 in number listed in Annexure-A as regular employees of 2nd Respondent viz. Madras Refineries Ltd. now known as Chennai Petroleum Corporation Ltd. According to the petitioner the workers joined the service of Madras Refineries Ltd. between 1983 and 1986 and have been in the continuous service under it. Some of them had joined as Contract Labourers in 1983. The MRL Industrial Cooperative Society was created in 1983 by the then Chairman-cum-Managing Director of MRL with a view to abolish Contract Labour System in MRL and also to improve the economic conditions of workers. Some Telephone Operators and Petroleum Bunk Workers of MRL directly engaged by the Management were also made workers of the Society. The claim is that workers purportedly engaged by MRL to the Society are direct workers of the Madras Refineries Ltd. and they have been engaged continuously for more than the last 15 years. Their work is permanent and perennial in nature and integral to the main business of the MRL. According to the Petitioner Union, the Society is nothing but a paper device created by MRL to avoid direct employer's liability in respect of the workers to circumvent the beneficial labour welfare legisation. It is argued that lifting the veil of the Society the said fact could be got revealed. The points in support of the contentions urged are that MRL Ltd. has administrative, supervisory and disciplinary control over the worker members of the Society enumerating instances like reporting of workmen after punching their card to the Shift Incharge of the MRL who supervises their work, submission of leave letter to the Shift Incharge, remittance of wages by MRL into the accounts of the workers, imposing punishment on the workmen, issuing uniforms and footwear to them, canteen facility afforded to them though purportedly under the Society, uniformity regarding working hours etc. As to how with the treatment of the Society workers in disparity with the direct workers of MRL the MRL is benefitted is also elucidated by the Petitioner Union in that payment of wages to them prior to 1995 was consolidated, after 1995, they were brought to time-scale of pay but with lesser pay than the direct workers. Where in accordance with the principle of equal pay for equal work, electricians engaged through the Society and the electricians directly employed by MRL were to have been paid same wages what was paid to Indco-Serve Electricians was much lower, 3 to 4 times lesser than the wages of direct workers. Retirement age of Indco-Serve worker is 58 years as against 60 years in case of direct workers. No Shift Allowance is given to Indco-Serve workers. Indco-Serve workers have to work half a day on Saturdays and even on Sundays with only 22 days of Earned Leave per year against 48 days of Earned Leave for direct workers. Direct workers have the facility of treatment in private Hospitals with better facilities which is not there to Indco-Serve workers. Indco-Serve workers do not have loan facilities which are available to the direct workers. These are facts which as pointed out which goes to show that treating the Indco-Serve workers unequal with the direct workers brings about some economic as well as other advantages and benefits to the MRL. Other instances pointed out on behalf of the Petitioner Union in support its claim is that the Society and the Company are one and the same or that the Society is integral to the MRL Ltd. that the Union Elections are held in the premises of MRL for which infrastructure is provided by the MRL Ltd. which also arranges Police Bandobast. It is further contended that the fact that the Indco-Serve workers had been continuously engaged for the last 15 years well establishes that the work being discharged by them is perennial and permanent which is integral to the main activity of the Company and it cannot put forth any objection that the workmen cannot be absorbed for the reason that they do not presently need as much manpower as that of the

plurality of the Indco-Serve workmen. It is abundantly clear that the services of the Indco-Serve workers are inevitably necessary and that at any cost they could be absorbed in the regular services of the Management without any difficulty or concern.

12. The contra contentions on behalf of the 1st and 2nd Respondent running consistently are that the Indco-Serve Society is a separate legal entity duly registered under the Cooperative Societies Act, with its own byelaws, a Director Board with 13 members, 7 elected by the Society and 6 nominated by CPCL, with registration under the PF Commissioner and ESI Corporation and as a Contractor under the Contract Labour (Regulation & Abolition) Act with a license renewed from time to time and with Standing Orders and other service conditions framed of their own. It is further argued that the Society has its own Supervisors who supervise work of the employees, control is with the Society. Canteen facility is there. Society members are given bonus. Society makes profits of which dividend is given to the members. Bonus is given to the member workmen of the Society. The further contention is that Society is a legal entity in fact and it is baseless to contend otherwise. No Telephone Operators or Petrol Bunk Workers of MRL were made Indco-Serve Workers. It is to provide administrative support that 6 Directors are nominated to the Society by CPCL. Premises provided is for convenience of the Society. No wages are paid directly by MRL. No disciplinary or supervisory control is exercised by the MRL. The work of the workmen is not perennial. Their work is not skilled. They only assist CPCL employees. There is no employee-employer relationship, 2nd Respondent further contends. Society members appear to have formed MRL Indco-Serve Members Cooperative Thrift and Credit Society Ltd. also. Recruitment power to Society is with the Society. The General Body Meetings held in the Society, minutes recorded and resolution passed itself show Society has a separate entity. The work of the workmen does not relate to production activity. A settlement dated 15-12-1997 takes away the jurisdiction of this Tribunal, it is further contended by 2nd Respondent.

13. The Petitioner Union, herein espousing the cause of about 380 member workmen under the Indco-Serve Society for absorption into the regular service of 2nd Respondent Company puts forth the contention that the 2nd Respondent Company and the 1st Respondent Society are one and the same and that the 1st Respondent Society is merely sham nominal, and is a camouflage. Under this contention they seek to build a case that the workmen members under the 1st Respondent Society are purely workmen of the 2nd Respondent Company, which has been meting out unfair treatment towards them and categorizing them as merely contract workmen under the 1st Respondent Society in order to deprive them the benefits and advantages provided from time to time due under various welfare legislations. It is pointed out that the 1st Respondent Society is a mere smokescreen. When the veil of the Society is pierced it could be seen that the 1st Respondent Society is a sham and it is integral to the Management of the 2nd Respondent Company which is used as a ruse by the latter in order to deprive the benefits to be given to the workmen under the so-called Society as direct workmen and thereby the act of 2nd Respondent Company amounts to unfair labour practice meted out to the workmen. There is no service contract or contract for supply of labour between the two Respondents. No contract in writing covering any outright period of contract has been produced to prove that, if there is any. The so-called contract is only evasive paper device alleged to exist from 16-6-1987 to 15-6-1989. That fact is admitted by the witness on the side of the Respondent examined as MW2 that there has been no contract in writing between 1983 and 1987 and 1989 and 2000 except from 16-6-1987 to 15-6-1989 as evidenced vide Ex.W44. So is the case between 1989 and 2000 as submitted by MW2. So much so there cannot be a contract by 1st Respondent with the 2nd Respondent. Hence equally there cannot be any PF or ESI Code, which could be only be sham and nominal. When according to MW2, 1st Respondent Society does not do any work other than the work of 2nd Respondent, the Society is more apt to be one created by the 2nd Respondent. The fact that the only consideration received by the 1st Respondent for its remuneration is reimbursement of wages paid to the workmen throws light that the contract is sham. The reimbursed wages already paid to the workers cannot be monetary consideration for the alleged contract with the 2nd Respondent. Hence on the ground of lack of consideration also the case of contract by R1 with R2 is bound to fall.

14. The learned counsel for the petitioner invited this Court's attention to the decision of the supreme Court in Workmen Vs. Associated Rubber Industry Ltd. (1985-4-SCC-114) wherein it is held "it is the duty of the Court in every case where ingenuity is expended to avoid taxing and welfare legislations, to get behind the smokescreen and to discover the true state of affairs. The Court is not to be satisfied with the form and leave well alone the substance of a transaction. A relevant passage quoted from the decision of the apex Court in Hussainbhai Vs. Alath Factory Thozhilali Union (1978-4-SCC-257) is as follows "Myriad devices, half hidden in fold after fold of legal form depending upon the degree of concealment needed, the type of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43-A of the constitution. The Court must be astute to avoid the mischief and achieve the purpose of the laws and not be misled by the maya of legal appearances." In the decision of Subhra Mukherjee Vs. Bharat Coking Coal Corporation (2003-3-SCC-312) it is held that "with lifting the veil the Court is looking at the realities of the situation behined the facade of corporate

personality. By piecing the veil it was established that there was no genuine contract labour system as held in Secretary, Haryana State Electricity Board Vs. Suresh (1999-3-SCC-601)." In Sreel Authority of India Ltd. and others Vs. National union Waterfront Workers and others (2001-7-SCC-1) it is held that "if a contract is a mere camouflage the so-called contract labour shall be directed to be regularized under the services of the principal employer". From Ex.W25 it is seen that it is the Management of CPCL that had registered the Industrial Cooperative Society in the year 1983 under the Tamil Nadu Industrial Cooperative Societies Act, 1961. It shows 2nd Respondent as the creator of the Society. Ex.W5 indicates a decision of the 2nd Respondent/ Management to start the Society for the first time.Ex.W3 mentions starting of the Society by 2nd Respondent. Contribution to Share Capital of 1st Respondent by 2nd Respondent as evidenced by Ex.W4 and Ex.W44 also manifests that the 2nd Respondent is the founder of 1st Respondent Society. MW2 also testifies to that aspect. Contribution of 90% of a share by MRL Limited on behalf of a sharer as evidenced from the testimony of WW1 shows that it is the 2nd Respondent who is behined the formation of 1st Respondent-Society. That there was a payment of Rs. 14 as dividend to WW1 and other sharers is indicative of the fact that it is to make believe evidence of payment of nominal dividend further to vouchsafe that the Society is genuine and is a separate legal entity. Byelaws of the Society, Ex.W44, Minutes of the Meeting of the Board of Directors coupled with the evidence of WW1 would show that the Society is managed by the senior officials of MRL Limited and that the Society is under their control.Decisions could be seen to have been taken by MRL and the Special Officer is only a rubber stamp. The fact that the building of the Society is housed in the premises of the factory and that the same had been built by the Company and also the fact that the infrastructure of the office is provided by it as evidenced from Ex.W4 and the testimony of MW1 Sri Rajan are instances to show R2 as the key person behined the formation of the Society. Furniture and fittings of the Society and Canteen facility are provided by MRL which adds to another of such instances. It is in evidence from Ex.W44, Minutes of the meeting as well as from the evidence of MW2, Sri Issac that admission of members and workers is made by the 2nd Respondent Company to the Society. The Screening Committee for the same was formed with the Officers of MRL according to whose recommendations admission is made and which are accepted. It is pertinent to note that as is evident from Ex.W5, Ex.W25 and Ex.W44 the expenses for the formation of the Society and for its running have been incurred by the 2nd Respondent/ Management from the very beginning of the formation of the Society. Though ostensibly Society was incurring the expenses, it was being reimbursed from time to time in full by the 2nd Respondent. Further it could be seen from Ex.W44 that statutory payments like PF contributions, insurance premia, etc. and uniforms, identity cards, safety appliances etc. to the members of the Petitioner Union were being provided by 2nd Respondent. Medical check-up expenses held once a year are met by MRL limited. It is clear that the day to day affairs of the Society are being carried out by the workers of the 2nd Respondent by regular deputation. Again documents such as Ex.W44, Ex.W121, Ex.W122 (series) bear full testimony to that. As evidenced from Ex.W44, Ex.W10, Ex.W29, Ex.W30, Ex.W32, Ex.W34, Ex.W35, and Ex.W83, and the oral evidence of WW1, the Society workers have been under the constant supervision of the 2nd Respondent. In Ram Singh Vs. Union Territory, Chandigarh (2004-1-SCC-126), the ruling rendered is that where the employer has control over the work and the means of the work to be done by the Contractor, employer-employee relationship exists and the contract will be considered as a sham where employer cannot disown his liability. Disciplinary control over the Society workers could also be seen to have been exercised by the 2nd Respondent as is evident from the testimony of WW1. The fact is that the work performed by the Society workers is permanent and perennial in nature as is evident from Ex.W21. The undisputed engagement of the workers continuously from the date of their joining duty and spread over 15 years shows that the services are inevitable for doing such of the duties with which they were engaged. Those items of work by reason of being essential for the Company could not be left undone in a regular manner. MW1 has admitted as to the perennial nature of work done by the workers. As is admitted as well as evident from Ex.W23 (series) and Ex.W44 several members of the Society have already been absorbed in the service of the Company. From the totality of the evidence it could be found that the 1st Respondent is not a Contractor and the so-called Society workers are not contract labour. The claim of the Respondent as above is sham and camouflage to hide the reality. The society workers are direct workers under 2nd Respondent with employer-employee relationship interse. As such having regard to the nature of work and the length of continuous service rendered they are entitled to be absorbed into regular service of the Company with retrospective effect from the dates of their initial entry into service with resultant and attendant benefits.

15. The argument on behalf of the Respondent against the competency of the Tribunal to adjudge as to "sham" of the Contract cannot be countenanced for the reason that a question regarding "sham" is integral to the issue covered under the reference which is regarding absorption of the workmen. In Gujarat Electricity Board, Ukai Vs. Hind Mazdoor Sabha (AIR-1995-SC-1893), the Apex Court has held that where a Contract is assailed as being sham it is not for abolition of the labour contract and hence there is no bar under Section-10 of the Contract Labour (Regulation & Abolition) Act, 1970. When dispute is raised for declaring that they were always the employees of the Principal Employer, the Industrial Adjudicator is

competent to decide sham or otherwise nature of the Contract and only if it comes to the conclusion that the Contract is sham it will have jurisdiction to adjudicate the dispute. The decision of the Supreme Court in Steel Authority of India Ltd. and others Vs. National Union Waterfront workers and others it is held that if the Contract is found to be not genuine the so-called contract labour will have to be treated as employees of the Principal Employer who shall be directed to regularize the service of the contract labour in the establishment concerned. The contention that Ex.W17 settlement having been entered as on 15-12-1997 between the petitioner and R2 the reference is bad in law cannot be heard to say in view of the fact that the settlement does not cover the referred question as to whether members of the Petitioner Union are direct workmen of the 2nd Respondent. The settlement is clearly for absorption of the workmen not on the basis of claim pressed into service herein. The further contention on behalf of the Respondents that the Petitioner Union has to get the registration of R2 as Principal Employer and contract license revoked has no value and is false in view of the judgment of the Supreme Court in the Gujarat Electicity Board case. Even in such case, the remedy lies with the very raising of the ID as herein made and not otherwise. There is also no need for the Petitioner Union to move for the liquidation or the winding up of the Society and the cancellation of the registration of the Society. For an efficacious remedy in terms of the real grievance of the members of the Petitioner Union the raising of the ID with the relief herein is the appropriate course as could be found from the Gujarat Electricity Board case and SAIL case. The contention of the Respondent that the Society exercises only primary control and the 2nd Respondent exercises secondary control is a fallacious argument. What could be found from the circumstances oral and documentary evidence is that it is the reverse which is true. The decision of the Apex Court in International Airport of India Ltd. Vs. International Air Cargo Workers Union and another (JT-2009-8-SC-661) speaks of a case where the Principal Employer allegedly exercises a secondary control retaining the primary control by the Contractor. The facts of the said decision have no application to the facts of the present dispute. Here on facts such a distinction viz. primary control or secondary control in relation to the duties of the so-called Society workmen cannot be perceived. Marginal discrepancies pointed out in the version of petitioner's witness WW1 to the effect that Society is not a sham but the arrangement between 1st Respondent and the 2nd Respondent is sham, that he does not know the date from which the arrangement between R1 and R2 is sham and that the said arrangement is sham for the reason that the officials of R2 supervise the workers of the Society cannot be found to disprove the claim of the Petitioner Union merely for WW1 having stated so. It is settled that in adjudicatory process allowances have to be given to the marginal discrepancies in the versions of witnesses having regard to the nature, status and competency, etc. of the witnesses deposing which may also depend on the facts and circumstances of each case. Here is a workman WW1 who knows for certain that the arrangement between R1 and R2 is sham but is not able to express himself and say that the Society is still sham. This reply of the workman innocent in nature cannot be read against him to meet the ends of justice. The decision of the High Court of Madras in the case of The Management of Ennore Foundries Ltd. Vs. The management of Ennore Foundries Cooperative Canteen Ltd. in Writ Petition No. 10981, 13960 and 16704/2001 dated 8-6-2010 that "the effect of the Cooperative Society being a separate entity having the name, style and sucession as well as its own balance sheet, profit and loss account being prepared and also the fact that it had entered into the settlements under the ID Act with the same Trade Union was not at all considered by the Tribunal" has no application to the facts of the present ID for the reason that the Society herein is not approved to be of a separate entity which is the very challenge herein. The oral evidence let in by MW1 and MW2 seldom serves the purpose to advance the case of the Respondents. They are discernibly inapt to meet the claim put forth by the Petitioner Union. On the other hand, their versions could be found to advance the claim of the Petitioner Union though in miniature degrees.

16. From the evidence it is abundantly clear that the 1st Respondent Society is only a creature of the 2nd Respondent Company. For the formation of the Society the foetus or embryo germinated from the will followed by the action of the 2nd Respondent Company. The formation of the Society was at a time after the coming into force of the Contract Labour (Abolition and Regulation) Act, 1970. The various items of work which were being entrusted and got done through the so-called workers of the Society were not items of work prohibited from being carried out through Contract Labour. There was no legal hurdle for the 2nd Respondent to get the work done as though through contract labour. There was no difficulty for obtaining registration of the establishment of the Principal Employer under the Contract Labour Act. There was also no difficulty in obtaining any license for the so-called Contractor viz. the Society under the Contract Labour Act. Once a Society is formed or held out as such there is no reason why the legal formality of it being registered under the Cooperative Societies Act, 1961 shall not be followed. When it is not to be genuine no attributes which are essential to make it appear valid would be missed to be provided to it. Evidently once a Society is given rise to a byelaws have to be formulated. An administrative mechanism in a democratic set-up or otherwise which the act or the rules there under prescribe has to be given rise to for which there has to be the constitution of a board. There have to be holdings of meetings of the Board of Directors from time to time. There has to be the recording of minutes as a corollary to the said meetings. There have to be

resolutions proposed and got passed in order to carry decisions. There have to be a share capital with per capita share and admission of members to the Society for whom dividends have to be paid on annual basis if the Society turns out any profit. There has to be maintained Profit and Loss Accounts. All these, among other, are essential features of incident when once a private or governmental instrumentality like the Society is formed. The existence of all these requisites does not hold out or proclaim itself that the instrumentality concerned is in every respect a legal and separate entity. Despite the presence of all the essential ingredients for a valid Society, it is still for the Tribunal to pierce the veil to see what is the reality behind or in the background of the very entity if circumstances or facts warrant to direct itself to such a course. An anxious consideration of all the facts and circumstances centering around the dispute and the formation of the 1st Respondent Society with key role to the 2nd Respondent Company for the very formation and the running of all its activities with utmost and keen attention on very minute aspects leads only to the conclusion of the fact that the 2nd Respondent is the promoter or the founder of the 1st Respondent Society to gain for itself oblique purpose rather than what they hold out to be the genuine or vaild objectives such as improving the economic conditions of the workman, abolition of contract labour, etc. The said oblique motive is discernibly nothing other than treating the Society workers merely as contract workers with less and less benefits than those extended to the regular employees of it. With piercing the veil what emerges is that the so-called Society is a mere camouflage and that the contract workmen are real employees of the Principal employer. Anybody peeping through the veil gets so sensitized. It may well be said that "Law cannot be oblivious to what is obvious to others". The Society was formed as a sham and nominal to achieve the said purposes of reaping benefits to itself exploiting the workmen under the so-called Society with less and less benefits extended to them. Therefore as a sham the Society was given a formation which was made to believe to be a Contractor under it through contract workmen of which the 2nd Respondent/Management thought of exploiting the said workers by extracting their labour at a cheaper cost than that they were to meet in defraying expenses to be paid to direct workmen towards their salary and other expenses. It amounts to unfair labour practice. In the decision of Gujarat Electricity Board Vs. Hind Mazdoor Sabha (AIR-1995-SC-1893) Apex court has held that apart from the fact that it is an unfair labour practice it is also an economically short sighted and unsound policy, both from the point of view of the undertaking concerned and the country as a whole. The economic growth is not to be measured only in terms of production and profits. It has to be gauged primarily in terms of employment and earnings of the people. Man has to be the focal point of development. The attitude adopted by the undertakings is inconsistent with the need to reduce unemployment and the Government policy declared from time to time to give jobs to the unemployed. This is apart from the mandate of the directive principles contained in Articles-38, 39, 41,42, 43 and 47 of our Constitution. Since the Society workers are none short of actual and direct workers under the 2nd Respondent and the contract between the 2nd Respondent and the 1st Respondent, not proved to exist for the whole period from the beginning till now but is only available for broken periods could only be paper devices calculated to create a maya of legal appearances that there does exist a real contract between the 1st Respondent Society and 2nd Respondent/Management, the evidence is overwhelming to arrive at the conclusion that the so-called contract between the 1st and 2nd Respondents is only sham and nominal and it is only a camouflage. Though it is argued on behalf of the Respondents placing reliance on the same set of materials, facts and circumstances such as the formation of R1 Society, its bye-laws, constitution of Board of Directors, holding of board meetings, passing of resolutions favouring outsiders incurring expenses by the Society recording of minutes, maintenance of profit and loss accounts, payment of dividends to shareholders etc. which very facts are relied on but assailed as sham by the Petitioner Union and on lifting the veil the same materials could be found to be counter productive tending to disprove the case of the Respondents in its entirety. The Society workers are really workmen under the 2nd Respondent Company. They are therefore entitled to be regularized into the service of the 2nd Respondent Company. The fact that they have been continuously engaged for more than 15 years right from the inception of their service is indicative of the fact that their work is perennial and permanent in nature so essential and integral to the main business of the 2nd Respondent Company. Therefore, their services cannot be parted with for any reason of their being by now over aged, not qualified, having to be got certified as to be medically fit, etc. If but for this award they could have been continued to work as done presently without any of the above such conditions being thrust upon them there cannot be any restraint in continuing them after their absorption into the regular service of the 2nd Respondent Company imposing any such conditions. An argument demonstrating a foreboding on the part of the workmen that the Management may project a case of no need of so much manpower as would be there with the absorption of the whole members of the Petitioner Union covered by the reference also cannot be sustained for the reason that the 2nd Respondent/Management has no such a case presently in relation to the so-called Society workers. Therefore, it is only legal and justified that the members of the Petitioner Union are absorbed into the services of the 2nd Respondent/Management with retrospective effect from the date of their initial entry into the service of the Society/2nd Respondent with all resultant backwages and attendant benefits.

17. The Management is directed to start the process of regularization of the workmen immediately w.e.f. the dates of the initial entry into service under the 2nd Respondent/ Society.

18. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th August, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:-

For the 1st Party/Petitioner : WW1, Sri R. Rajendran
For the 2nd Party/Management : MW1, Sri K. Rajan
MW2, Sri B. Issac

Documents marked on the Petitioner's side

Ex.No.	Date	Description
Ex.W1	1983	Bye-laws of the MRL Industrial Cooperative Service Society Ltd.
Ex.W2	9-7-1984	Notice issued by MRL Industrial Cooperative Service Society Ltd.
Ex.W3	1986	Pamphlet issued by MRL
Ex.W4	27-1-1987	Agenda for the General Body Meeting of MRL Industrial Cooperative Society Limited
Ex.W5	3-11-1984	Letter regarding payment of service charges to MRL Industrial Cooperative Society Ltd.
Ex.W6	7-3-1994	Order regarding allocation of work among MRL Staff managing MRL Industrial Cooperative Society Ltd.
Ex.W7	10-8-1984	Letter issued by MRL Industrial Cooperative Society Ltd. regarding the release of 5 workers from service
Ex.W8	30-8-1994	Office note regarding payment of bonus to the so-called Indcoserve Society workers
Ex.W9	4-1-1995	Letter issued by the Manager (Personnel) to Mr. J. Sundaramurthy regarding interview
Ex.W10	24-8-1995	Shift schedule prepared by MRL
Ex.W11	11-3-1996	Resolution regarding the absorption of 49 so-called Indcoserve Society workers
Ex.W12	8-5-1996	Letter directing 2 so called Indcoserve Society workers to appear for a personal interview
Ex.W13	31-7-1996	Letter issued by the Secretary Indcoserve Society to the Petitioner Union
Ex.W14	30-8-1996	Settlement entered into between the Indcoserve Society and the Petitioner Union
Ex.W15	29-8-1997	Letter issued by the Vice-President of the Society to the Asstt. Labour Commissioner
Ex.W16	9-10-1997	Note prepared by the Indcoserve Society regarding approval for payment of bonus
Ex.W17	15-12-1997	Settlement regarding the absorption of so-called Indcoserve Society Workers
Ex.W18	17-9-1998	Reply statement submitted by MRL before the Asstt. Labour Commissioner (C)-II
Ex.W19	31-12-1998	Conciliation failure report issued by the Regional Labour Commissioner (Central), Chennai
Ex.W20	1999	Document indicating the number of so-called Indcoserve workers absorbed by MRL from 1984-1999
Ex.W21	22-7-1999	Note issued by the Indcoserve Society regarding absorption of the so-called Indcoserve workers
Ex.W22	20-10-2000	List of Indcoserve workers absorbed in MRL since 1984
Ex.W23	22-1-2001	Note issued by Indcoserve Society seeking approval for the grant of individual safety awards
Ex.W24	30-3-2001	Settlement entered into between CPCL and Madras Refineries Employees Union

Ex.W25	26-7-2001	Note prepared by CPCL regarding the voluntary separation scheme for so-called Indcoserve workers
Ex.W26	13-2-2002	Note prepared by CPCL regarding approval for the grant of individual safety award
Ex.W27	22-10-2004	General Log-Sheet
Ex.W28	12-12-2004	Letter regarding request for permanent employment of S. K. Ramu
Ex.W29	18-12-2004	Time sheets of so-called Indcoserve workers
Ex.W30	12-1-2005	Leave cards of a so-called Indcoserve workers
Ex.W31	13-1-2005	Leave cards of so-called Indcoserve workers
Ex.W32	18-1-2005	Leave cards of a so-called Indcoserve workers
Ex.W33	7-11-2005	Letter issued by the Court of Chief Commissioner for Persons with Disabilities together with reply of the CPCL
Ex.W34	22-12-2005	Permission slips issued to a so-called Indcoserve workers
Ex.W35	26-12-2005	Permission slips issued to a so-called Indcoserve workers
Ex.W36	25-10-2006	Circular issued by CPCL regarding observance of vigilance awareness work
Ex.W37	11-1-2007	Circular issued by CPCL regarding essay and slogan contest
Ex.W38	2007	Document indicating the number of the petitioner union working in various departments in the CPCL factory
Ex.W39	15-12-1997	12 (3) settlement entered into between MRL Anna Workers Union the 1st Respondent/ Society and Chennai Petroleum Corporation
Ex.W40	-	Specimen copy of the application/membership from of the Respondent
Ex.W41	29-12-1987	License issued by the Government of India for the Respondent
Ex.W42	29-9-1989	Standing Orders for workmen
Ex.W43	9-8-1996	Electronic Attendance System- Scheme
Ex.W44	6-10-1983 to 31-5-1993	Minutes of General Body Meeting of the MRL Industrial Cooperative Servicing Society Ltd.
Ex.W45	8-7-1983 to 29-1-2007	Minutes of General Body Meeting of the MRL Industrial Cooperative Servicing Society Ltd.
Ex.W46	-	Vol-IV -Documents filed by the 1st Respondent- Membership Ragister of the 1st Respondent from S.No.1 to 395
Ex.W47	-	Vol-V -Documents filed by the 1st Respondent- Membership Ragister of the 1st Respondent from S.No.39 to 766
Ex.W48	Nov. 1989	Attendance Register of the employees of the Society for the month of Nov. -Dec. 1989 (sample)
Ex.W49	Nov. 1994	Attendance Register of the employees of the Society for the month of Nov. -Dec. 1994 (sample)
Ex.W50	Nov. 1995	Attendance Register of the employees of the Society for the month of Nov. -Dec. 1995 (sample)
Ex.W51	Nov. 1996	Attendance Register of the employees of the Society for the month of Nov. -Dec. 1996 (sample)
Ex.W52	Nov. 1997	Attendance Register of the employees of the Society for the month of Nov. -Dec. 1997 (sample)
Ex.W53	Dec. 2002	Attendance Register of the employees of the Society for the month of Dec. 2002 (sample)

Ex.W54	Nov.-Dec. 2003	Attendance Register of the employees of the Society for the month of Nov-Dec. 2003 (sample)
Ex.W55	Nov.-Dec. 2004	Attendance Register of the employees of the Society for the month of Nov-Dec. 2004 (sample)
Ex.W56	Nov.-Dec. 2005	Attendance Register of the employees of the Society for the month of Nov-Dec. 2005 (sample)
Ex.W57	Nov.-Dec. 2006	Attendance Register of the employees of the Society for the month of Nov-Dec. 2006 (sample)
Ex.W58	2-9-1983	Registration Certificate of the 1st Respondent/Society
Ex.W59	-	Bio-data submitted by the members of the 1st Respondent/Society along-with personal details and nomination form at the time of joining the 1st Respondent/ Society (sample)
Ex.W60	-	Sample Share Certificates issued by the 1st Respondent/Society to its share holders
Ex.W61	29-12-1987	Licence obtained by the 1st Respondent/Society under Contract Labour (Regulation and Abolition) Act, 1970 and Renewal
Ex.W62	-	Lists of Elected Board of the 1st Respondent/Society and its Special Officers and their tenure from 1983 till date
Ex.W63	-	Elections Proceeding of the 1st Respondent/Society (sample)
Ex.W64	-	Details of Board of Directors of 1st Respondent/Society from the years from 1983 till date
Ex.W65	-	List of Special Officer from 1989 till date, appointment orders and resolutions concerned their appointment
Ex.W66	12-8-1987	Order of the Government of Tamil Nadu concerning Mr. Agnisundaram
Ex.W67	24-9-1987	Order of appointment issued by the Second party to Mr. Agnisundaram
Ex.W68	-	Notice and Minutes of Annual General Body Meetings and Annual Reports (sample)
Ex.W69	5-1-2006	Dividends declared by the 1st Respondent/Society for the period from 1998 till 2003
Ex.W70	-	Best Society awards and letter of appreciations issued to the 1st Respondent/ Society
Ex.W71	20-10-1995	Charter of Demands submitted by the Madras Refineries Workers Union to the 1st Respondent/Society
Ex.W72	12-6-2000	Charter of Demands submitted by the Madras Refineries Workers Union to the 1st Respondent/Society
Ex.W73	7-2-2003	Settlement entered into between MRL Anna Workers Union and the 1st Respondent/ Society under Section-18 (1) of the ID Act
Ex.W74	21-6-2005	Chater of Demand submitted by the MRL Anna Workers Union to the 1st Respondent/ Society
Ex.W75	7-9-2006	Charter of Demand submitted by the MRL Anna Workers Union to the 1st Respondent/ Society
Ex.W76	18-9-2006	Settlement entered into between MRL Anna Workers Union and the First Respondent/Society under Section-18 (1) of the ID Act
Ex.W77	14-9-2006	Letter from the 1st Respondent/Society to the Secretary MRL Anna Workers Union
Ex.W78	12-10-2001	VSS Scheme 2001 announced by the 1st Respondent/ Society
Ex.W79	15-11-2001	Extension of VSS Scheme by the 1st Respondent/ Society

Ex.W80	29-5-2002	VSS Scheme 2002 announced by the 1st Respondent/ Society
Ex.W81	20-4-2005	VSS Scheme 2005 announced by the 1st Respondent/ Society
Ex.W82	19-5-2005	Extension of VSS Scheme by the 1st Respondent/ Society
Ex.W83	-	Orders of transfer issued by the 1st Respondent/ Society to its Employees
Ex.W84	-	Manpower distribution list of the 1st Respondent/ Society
Ex.W85	17-6-1992	Letter from Employees Provident Fund Organization to the First Respondent/ Society allotting separate code number
Ex.W86	16-5-1988	PF Trust Rules of the First Respondent/Society
Ex.W87	-	Returns submitted by the 1st Respondent/Society under the Employees Provident Fund Act (Samples)
Ex.W88	-	PF loan disbursement made by 1st Respondent/Society to its employees (sample)
Ex.W89	-	Claim for family pension made by the employees of the 1st Respondent/Society and settlement by the 1st Respondent/Society (Sample)
Ex.W90	30-4-1990	Certificate of Registration of INDCOSERVE Members Cooperative Thrift Credit Society
Ex.W91	30-4-1990	Bye-law of INDCOSERVE Members Cooperative Thrift Credit Society
Ex.W92	-	Application for thrift loan made by the employees of the 1st Respondent/Society and disbursement (Sample)
Ex.W93	-	Application for Gratuity made by the member of the 1st Respondent/Society and disbursement by 1st Respondent/Society (Sample)
Ex.W94	-	Returns submitted by the 1st Respondent/Society under the ESI Act
Ex.W95 (Series)	-	Returns submitted under the Income Tax for the years 1997-98, 1998-99, 2002-03, 2003-04, 2004-05, 2005-06 and 2006-07 (Samples)
Ex.W96 (Series)	-	Disciplinary proceedings concedrned S/Shri S. Venu, H. Thulasiraman, V. Lakshmanan, S. Sanjeevi, S. Chellappan V. Subramani, P. Selvakumar, E. Sekar, B. Palani, M. Govindasamy, M. Daveed Raja, E. Erudhayanathan, C. Venkatesan, S. Durai, P. Ventatesan, R. Murugesan, C. Sanjeevi, M. Rajaram, A. Vincnet V. Kumar, M. Vasu, V. Krishnamurthi, G. Baskar S. Muthupandian, P. Mithu, E. Mani M. Velayudham, B. Palani, P. Vijayashankar, M. Gnannandam at Page, 1, 7, 12, 16, 22, 27, 32, 75, 80, 86, 96, 101, 106, 127, 146, 155, 160, 175, 179, 198, 205, 216, 231, 238, 247, 261, 280, 290, 295 and 304 respectively in Vol-XI Documents filed by the 1st Respondent/Society
Ex.W97	Jan., 2007	Time Card-cum-Payslip for the month of Jan 2007 in respect of Sri R. Rajendran, joining date 9-7-1984
Ex.W98	18-11-1989	Certificate of Registration of Madras Refineries Workers Union
Ex.W99	-	Bye-law of the Union
Ex.W100	27-6-2000	Annual accounts -From E of the year 2000 submitted to Labour Departments
Ex.W101	29-9-2000	Announcement of the Election Officer regarding results of election of office bearers of the Union
Ex.W102	-	Service particulars of MRL Indcoserve workers

Ex.W103	-	Departments wise particulars of MRL Indcoserve workers
Ex.W104	Dec. 98	Duty roster for Indcoserve employees of emergency care centre
Ex.W105	1-12-1998	Petrol/diesel filling shift schedule for Indcoserve workers
Ex.W106	4-10-1999	Timesheet for Indcoserve workers doing asphalt filling
Ex.W107	11-7-2000	Timesheet for Indcoserve workers in different departments
Ex.W108	10-8-2000	Order of DGM (Maintenance) relieving Indcoserve workers from shutdown duty
Ex.W109	14-8-2000	Order regarding deployment of Indcoserve workers
Ex.W110	25-8-2000} 26-8-2000} 28-8-2000} 29-8-2000}	Daily Schedule-Field on site
Ex.W112	28-9-2000	Leave sanction form of Indcoserve employee signed by Deputy Manager (Quality Control)
Ex.W113	31-8-1999	Letter from Manager (Personnel) to a member of the Union
Ex.W114	5-7-2000	Letter from Manager (Personnel) to a member of the Union
Ex.W115	1-8-2000	Letter from Manager (Personnel) to a member of the Union
Ex.W116	3-3-1998	Representation on behalf of the workers regarding Permanency
Ex.W117	20-6-1998	Letter of the Petitioner Union to the Conciliation Officer
Ex.W118	15-10-1998	Representation on behalf of the workers regarding Permanency
Ex.W119	26-6-1997	Comments furnished by the Management to the Asstt. Labour Commissioner
Ex.W120	6-5-1987	Registration Certificate issued to M/s. Chennai Petroleum Corporation Limited under the Contract Labour (Regulation and Abolition) Act, 1970
Ex.W121	-	List of employees of M/s. Chennai Petroleum Corporation Limited deputed to Madras Refineries Limited INDCO Service Society Limited
Ex.W122	-	Deputation and recall orders issued by M/sChennai Petroleum Corporation Ltd. deputing its employees to the services of M/s. Madras Refineries Limited INDCO Service Society Limited and recalling them back
Ex.W123 (Series)	-	Volume-2 (Part-1), Volume-3 (Part-2), and Volume-4 (Part-3) -Index to the documents filed by the Chennai (Series) Petroleum Corporation Ltd.—List of employees of M/s. Madras Refineries Limited INDCO Service Society Ltd. who were subsequently appointed in M/s. Chennai Petroleum Corporation Ltd. and copies of orders of appointment issued to them
Ex.W124	5-5-1999	Charge Sheet issued to S. Ramachandran
Ex.W125	31-5-1999	Notice appointing the Enquiry Officer
Ex.W126	31-5-2000	Order of punishment issued to S. Ramachandran
Ex.W127	-	Photograph of R1 Society's Time Office
Ex.W128	-	Photograph of the Punching Machine of R1 Society Office
Ex.W129	-	Photograph of R1 Society Building

On the Management's side

Ex.No.	Date	Description
Ex.M1	-	All the statutory liability and insurance liabilities for the workers involsved in this dispute are to be borne by the 2nd Respondent

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2689.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम पी स्टेट माईनिंग कारपोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 255/87) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-9-2010 को प्राप्त हुआ था।

[सं. एल-29011/12/86-पार्ट डी-III (बी)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 29th September, 2010

S.O. 2689.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 255/87) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M. P. State Mining Corporation Ltd. and their workmen, which was received by the Central Government on 29-9-2010.

[No. L-29011/12/86-Pt D-III(B)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/255/87

Presiding Officer : Shri Mohd. Shakir Hasan

The General Secretary,
Satna Stone & Lime Workers Union,
79/10, Krishna Nagar,
Satna (MP) ... Workman/Union

Versus

The Mines Manager,
M.P. State Mining Corporation Ltd.,
Rajendra Nagar, Satna (MP) ...Management

AWARD

Passed on this 9th day of August, 2010

The Government of India, Ministry of Labour vide its Notification No. L-29011/12/86-D.III(B) dated 14/15-12-07 has referred the following dispute for adjudication by this tribunal :—

> "Whether the action of the management of M. P. State Mining Corporation Ltd., Satna in making payment to certain employees at Bamhore Limestone Mines, whose names are given in the annexure, on the basis of minimum rates of wages fixed at daily rate and to other employees working in similar jobs in the scale of pay fixed for employees of the corporation is justified? If not to what relief are the concerned workmen entitled?"

2. The case of the Union/workmen in short is that the workmen were working in Bahmore Lime of M.P. State Mining Corporation since 1987 in different categories of works. They were paid daily wages whereas the employees who were working same and similar job as permanent emplyees were being paid the scale of pay of Rs. 1260—1800 with other allowances. These workmen were not paid the wages at par with the permanent employees. They are entitled to get the same and similar wages for same and similar work done on the principle of "equal pay for equal work". It is submitted that the management be directed to pay similar pay scale from the date of appointment to the workmen.

3. The management appeared and contested the reference by filing written statement in the case. The case of the management interalia is that the workmen were not members of Satna Stone and Lime Workers Union and the Union was not entitled to raise dispute of these workmen. The workmen were casual daily wages employees and the wages were being paid on the basis of minimum Wages Act. It is stated that the daily wages emplyees are of different category and therefore the principle of same work same pay is not applicable in their case. On these grounds the reference be answered in favour of the management.

4. On the basis of pleadings, following issues are framed.

I. Whether the workmen are entitled to get wages in the scale of pay fixed for permanent employees of the corporation on the basis of equal pay for equal work?

II. If so, what relief the workmen are entitled to?

5. On the pleadings of both the parties, it is evident that the foilowing facts are admitted facts—

1. The workmen were working in Bahmore Lime of M. P. State Mining Corporation as daily wages casual employees.
2. Their wages were being paid on the basis of Minimum Wages Act.
3. They were doing same work as was being done by the permanent employees.

6. Issue No. 1

The Union has examined only one witness in support of the case. The union witness Shri Mahender Singh is one of the workman. He has stated that he is member of the

Union alongwith other workmen of the case and were working in Bahmore Lime Stone Mines. He has stated that in addition to daily wages, they are entitled to DA, house rent, medical allowance etc.. These workmen were doing same and similar work as of the permanent employees and were entitled similar wages on the principle of equal wages for equal work. He has stated that the management refused to pay the difference of wages. He has been cross-examined. He has admitted that he was working as daily wages casual employee and that time he was not regularized. Thus it is established that he was casual employee and was being paid minimum wages though he was also doing the same job of permanent employee.

7. The learned counsel has relied the decisions reported in AIR 1987 S.C.2049 Bhagwan Das and others Versus State of Haryana and others, AIR 1986 S.C. 584 Surender Singh & ors. versus The Engineer-in-chief, CPWD and others and (1988)3 SCC 354 Jaipal and others versus State of Haryana and other wherein it is propounded that a temporary or casual employee performing the same duties and functions is entitled to the same pay as paid to a permanent employee. The learned counsel submitted that the workmen were entitled to same wages as of the permanent employees.

8. The learned counsel for the management urged that now the view of the Hon'ble Apex Court has been changed specially in Uma Devi's case reported in 2006(109) FLR 826 (S.C). The learned counsel has relied a decision reported in 2007(112) FLR 678 Gajendra Kumar Pandey and State of U.P and other wherein the cases of State of Haryana vrs Jasmer Singh & ors, 1997(75) FLR 776 (SC) and Secretary, State of Karnataka and others versus Umadevi (3) and others, 2006(109) FLR 826 S.C. are discussed. The Hon'ble High Court held that.

"Para-7

Earlier also the question of applicability of the scale of pay to a daily wager was considered in the case of State of Haryana v. Jasmer Singh and others, and it was held that daily rated workers cannot be equated with regularly appointed workmen for the purposes of their wages. They are not selected in the manner in which regular employees are selected. They are not required to possess qualifications prescribed for regular workers. Also other eligibility qualification prescribed under the rules for regular appointments are neither applicable nor required while engaging a person on daily wage basis. The quality performed by such persons cannot be equated being different in educational or technical qualifications, which may have a bearing on skill, which the holders bring to their job although their designation may be the same. It was clearly held in para-II of the judgment that a daily wager neither can be equated with regular workers for the purposes of wages nor can claim minimum of the regular pay scale of the regularly employed persons. Again in the case of State of Haryana and another v. Tilak Raj and others, it was held that the scale of pay is attached to a definite post and since a daily wager does not hold a post, therefore, salary in a scale of pay to a daily wager cannot be claimed. It was also observed that the respondent workers cannot be said to hold any post to claim even a comparison with the regular and permanent staff for any or all purposes including a claim for equal pay and allowances."

"Para-8

Recently a Constitution Bench has considered the question of applicability of regular pay scale and also whether a daily wager can be treated at par with the regularly selected employees. In the case of Secretary, State of Karnataka and others v. Umadevi(3) and others, the Hon'ble Apex Court in para-48 observed as under.

" It was then contended that the rights of the employees thus appointed, under Articles 14 & 16 of the Constitution, are violated. It is stated that the State has treated the employees unfairly by employing them on less than minimum wages and extracting work from them for a pretty long period in comparison with those directly recruited who are getting more wages or salaries for doing similar work. The employees before us were engaged on daily wages in the concerned department on a wage that was made known to them. There is no case that the wage agreed upon was not being paid. Those who are working on daily wages formed a class by themselves, they cannot claim that they are discriminated as against those who have been regularly recruited on the basis of the relevant rules. No right can be founded on an employment on daily wages to claim that such employee should be treated on a par with a regularly recruited candidate, and made permanent in employment, even assuming that the principle could be invoked for claiming equal wages for equal work. There is no fundamental right in those who have been employed on daily wages or temporarily or on contractual basis, to claim that they have a right to be absorbed in service. As has been held by this Court, they cannot be said to be holders of a post, since, a regular appointment could be made only by making appointments consistent with the requirements of Articles 14 & 16 of the Constitution. The right to be treated equally with the other employees employed on daily wages, cannot be extended to a claim for equal treatment with those who were regularly employed. That would be treating unequals as equals. It cannot also be relied on to claim a right to be absorbed in service even though they have never been selected in terms of the relevant recruitment rules. The arguments based on Articles 14 & 16 of the Constitution are therefore overruled."

Thus it is clear that the daily wages employees cannot claim same pay on the basis of the principle of "same work same pay". This issue is decided against the workmen and in favour of the management.

9. Issue No. II

On the basis of the discussion made above, the workmen are not entitled to any relief. Accordingly the reference is answered against the Union/workmen.

10. In the result, the award is passed without any order to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2690.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियनटल इन्सोयरेंश कम्पनी लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 29/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-9-2010 को प्राप्त हुआ था।

[सं. एल-17012/6/2007-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 29th September, 2010

S.O. 2690.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 29/2007) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Insurance Co. Ltd and their workmen, which was received by the Central Government on 29-9-2010.

[No. L-17012/6/2007-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I CHANDIGARH.

Case No. I.D. No. 29/2007

Sh. Karam Chand S/o Sh. Dhani Ram
R/o VPO Jayanti Majri, Tehsil Kharar,
Distt. Ropar. ...Applicant

Versus

1. The Regional Manager,
OICL, Regional Office,
The Oriental Insurance Company Ltd.
Surindera Building, SCO 110-111,
Sector 17-D, Chandigarh.

2. The Branch Manager,
Oriental Insurance Co. Ltd.,
SCO No. 1076-77, Sector 22-B,
Chandigarh. ...Respondents.

APPEARANCES :

For the workman Sh.K.L. Arora, Advocate.

For the Management Sh. T.S. Gujral, Advocate.

AWARD

Passed on 17-9-10

Government of India vide Notification No. L-17012/6/2007 IR(M) dated 10-05-2007 by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) referred the following Industrial dispute for adjudication of this Tribunal :—

> "Whether the action of the management of Oriental Insurance Co. in terminating the services of Sh. Karam Chand w.e.f. 16-10-2004 without following the provisions of Section 25F and 25G of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief the workman is entitled to?"

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. On perusal of the pleadings of the workman, the case of the workman in nutshell is that he was engaged by the management of Oriental Insurance Company as Helper on daily wages from 10-12-2001 and had continuously worked with the management when his services were terminated by the Branch Manager on 16-10-2004. His services were terminated without notice or one month wages in lieu of notice and without payment of lawful retrenchment compensation. The termination was illegal and void being against the provisions of the Act. He has completed 240 days of work in the preceding year from the date of his termination. He was paid wages in different names. Sometimes the voucher was prepared in his name and sometimes the same was prepared in the name of other persons like; Kewal, Mega Ram, Karamjit Singh, Kala etc. The above names were fictitious and actual payment was received by the workman Karam Chand. It was unlawful labour pactice committed by the responsible management. It was further contended by the management that after termination of his services new hand were engaged for the same work without affording the opportunity to work to the workman. It is also violative of provisions of the Act.

On the basis of above facts the workman has prayed for an order to set aside his termination order with consequential order reinstating him into service with all benefits.

The management of Oriental Insurance Company appeared and denied the claim of the workman by filing written statement. Preliminary objection was raised that

Shri Karam Chand is not a workman as defined in the Industrial Disputes Act. He has not come to the court with clean hands as he had committed fraud with the management and court. The management relying on the several judicial pronouncements of Hon'ble the Apex Court and High Courts has contended that the party who has not come with bona fide and has committed fraud with the court has no right to claim any benefit.

It was specifically denied by the management that no wages in the name of fictitious persons were paid to the workman. It is furthermore contended that an in house inquiry was conducted by the management in which the Inquiry Officer came to the conclusion that workman in all has completed 232 days from 2001 to 2005 and has not completed 240 days in any of the calendar year he has worked with the management.

It is again contended by the management that management is having its own rules and regulations regarding the public appointments. For engaging the workman such rules were not complied with. Hence, it was an illegal appointment and workman accordingly, cannot agitate it before this Tribunal as per the law laid down by Apex Court in Uma Devi's case.

Both of the parties were afforded the opportunity of being heard. Shri Karam Chand workman filed his affidavit and he was cross-examined in detail by learned counsel for the management. On the other hand, on behalf of the management one Shri Amarjit Singh Sondhi filed his affidavit and he was cross-examined in detail by the learned counsel for the workman. Shri Virendar Kumar Miglani also filed his affidavit on behalf of the management and he was also cross-examined by the learned counsel for the workman.

The workman filed as more as 311 documents in five sets. The nature of documents filed by the workman are:

1. Statement of working days prepared by the workman on plain sheet.
2. A certificate regarding his educational qualifications.
3. The photo copies of vouchers containing the name of the workman and the name of some other persons.
4. The photo copies of the entries made in the diary of Shri Ramesh Kumar Goyal.
5. Photo copies of the receipts issued by Deepnet Communication.
6. Photo copies of disbursement/claim disbursement, general vouchers.
7. Cash Memos and Bills of different companies.

The management was asked to file the originals of above-mentioned documents but it failed to file on the pretext that the same are not traceable in the office.

I have heard the parties at length and perused the entire materials on record. The workman has come before this Tribunal for redressal of his grievances on two accounts :—

1. That he has completed 240 days of work with the management in the preceding year from the date of his termination and his services were terminated without notice or one month wages in lieu of notice and without payment of lawful terminal benefits, thus his termination is bad in law.
2. That junior to him were engaged by the management for the same work without providing him any opportunity in violation of the provisions of the Act.

The management has contended that the workman has not completed 240 days of work in any of the calendar year he has worked with it. The dispute before the Tribunal is whether the management was in the habit of paying the daily wages to the workman through vouchers made and prepared in the names of other persons? The workman has specifically mentioned and stated in his statement of claim that whenever he was paid wages on the vouchers prepared in the name of other persons he was signing that vouchers at the right hand side corner on the back of the vouchers. The signatures of workman on every voucher prepared in the name of different persons mentioned in the body of the award exist. When the witnesses of the management were asked whether the persons in whose name vouchers were made exists, and whether the same can be produced before the court, the answer given by the witnesses and the management was as follows :—

> "I cannot say whether the management can produce any person other than Karam Chand in whose name the vouchers were prepared and payment was made to Karam Chand? I cannot say anything about the documents Exhibit 16, 17, 18 and 19 and whether those vouchers have been prepared in the name of other persons and the payment was made good to the workman Karam Chand."

The witness further stated that

"I cannot say whether these documents were signed by the workman in the name of different persons."

This Tribunal also recorded the demur on witness. The Tribunal has recorded the demur in following words :—

> "After asking the question before reply the same face of the witness is trembling."

The witness furthermore stated "I cannot say, as I was not present in the branch when vouchers were prepared in the name of different persons, those were signed by the workman in the name of different persons and payment of wages were made good to the workman on such vouchers."

The witness further more stated "I cannot produce any of the persons in evidence before this Tribunal in whose name the vouchers were made."

The above statement of management makes it clear that there is a strong force in the contention of the workman that vouchers were prepared in the name of other fictitious persons and payment was made good to the workman. The above claim of the workman by preparing the vouchers in the names of fictitious persons and payment of wages to the workman has not specifically been denied by the management but he has shown his ignorance. Under the scenario the witness was cross-examined his demur support this settled law that sometimes silence is equivalent to speech. The witness has shown his ignorance about the fact and his silence on the facts, which had happened in the department. Thus, the contention of the workman that he was paid wages on the vouchers prepared in the name of other persons is established by the conduct of the witness of the management. It is unlawful labour practice. It is done to prevent the workman claiming any lawful benefits and exercising the lawful rights under the provisions of the Act. It cannot be expected from any management of responsible department of Government of India.

The management has also stated that an in house inquiry was conducted by Shri Varinder Kumar Miglani, Regional Manager Human Resource Development. He was also examined by the Tribunal. In his cross-examination he has stated that in house inquiry also extended to the issue whether the vouchers were prepared in the name of other persons and payment was made good on the same vouchers to the workman? But in further cross-examination he has stated as follows:

"It is correct that I have no knowledge or enquired into the matter in whose name the vouchers other than the vouchers prepared in the name of Karam Chand were prepared and to whom the payment was made good."

Thus, persons in whose name such vouchers were prepared were not placed before the in-house Inquiry Officer and were not accordingly, examined.

The workman has also filed the Photo copies of some entries in the diary. It is contended by the management that entries were personal. The name of workman Karam Chand figure in the diary and the statement regarding the work done by the workman is entered for both of the occasions when the vouchers repared in his name and were prepared in the name of other persons. After going through the entries of the diaries, I am unable to accept the contention of the management that these were the personal diaries and have no concern with the official business of the officers. Thus, from the above discussions I am of the view that the management was in the habit of preparing the vouchers in the name of fictitious persons and the payment was made good to the workman. It is undoubtedly unlawful labour practice conducted and committed by the management to prevent the workman to exercise his lawful rights under the provisions of the Act.

The management has contended that workman is guilty of committing fraud and he has fabricated the documents. It is established before this Tribunal that the management was in the habit of paying daily wages on the vouchers prepared in the name of fictitious persons. I am unable to understand what moral or legal right management has to raise the issue of committing fraud by workman? The management is talking about the equality under scenario where it was guilty of unlawful labour practice and undoubtedly can be termed as against, professional ethics.

This Tribunal should not neglect the issue of disparity in status of parties. The status of parties before this Tribunal is of such nature that one party is always in the position to dominate the will of another. It has been proved before this Tribunal in this case that management has dominated the will of the workman. In normal circumstances no man of prudent will receive payment of wages on the vouchers prepared in the name of another fictitious person. It was a socio-economic constraint before the workman that he has accepted the unlawful and illegal contention of the management in accepting the wages on vouchers prepared in the name of fictitious persons. This issue is not open to the management how and under what circumstances the workman has obtained the documents and filed before this Tribunal. The original document always lies in the custody of the management and good sense prevailed to the workman that he got zerox all of the documents; otherwise the fate would not be the same as management has stated that no original document is traceable without justifying its status. Where the original documents have been lost, what action the management has taken for loss of the documents has not been placed before this Tribunal? Thus, whether the workman is guilty of committing illegality and working against the professional ethics, it does not give any opportunity to the management for raising the issue for committing fraud by the workman whereas the workman has established that in fact the fraud was committed by the management?

One of the contentions of the management has been that if the entire working days including the vouchers in the name of so called fictitious persons are considered and counted, the workman has not completed 240 days of work in the preceding year prior to the date of his termination. I am further unable to accept this contention because the statement given by the workman clearly establish that he has completed 240 days of work in the preceding year from the date of his termination. It is admitted that no notice or one month wages in lieu of notice and retrenchment compensation was paid to the workman before terminating

his service. Thus, on this account the termination of the workman from service was illegal, void being against the provisions of the Act.

The workman has also challenged the termination on another account that fresh hands were engaged after his termination. The Industrial Disputes Act protects the right of any workman, whose services have been terminated by the management to get the work on priority if the similar nature of work is available. This right of the workman protected by the Industrial Disputes Act is absolute and not discretionary or directory. The witness of management Shri Amarjit Singh Sondhi in his cross-examination dated 19-04-2010 has stated as follows :—

> "As per record Azhar Khan has worked as daily waged worker from 3-05-2005 to 3-06-2005. As per record other persons have also worked as daily waged worker in the branch after the termination of the services of the workman."

Facts admitted need not to be proved. It is admitted by the management that after the termination of the services of the workman other persons were engaged on daily wages on similar work the workman was working. Thus, the contention of the workman is well proved by admission of the management and by the documents filed and oral evidence adduced by the workman that fresh persons were engaged after the termination of the services of the workman on the same work the workman was working before his termination. It is violative of provisions of the Act and on this account the act of management is illegal and void being against the provisions of the Act.

The management has placed before me several judicial pronouncements. I have gone through all the judicial pronouncements but I am unable to refer any of the judicial pronouncements because it relates to the fraud committed by the workman or completion of 240 days before the termination. I have gone through all the case laws and the facts of judicial pronouncements are different than the instant case. Most of the cases are under the provisions of Evidence Act and the Civil Procedure Code. It is well established law of service jurisprudence that provisions of Evidence Act and Civil Procedure Code are not applicable before the Industrial Tribunal. It is justice, equality and good conscious, which prevails in the matter of procedure as well before the Tribunal.

On the basis of above discussions, I am of the view that termination of the workman on both of accounts was illegal and void being against the provisions of the Act.

It is also important to mention that the management has tried to link the issue of illegal termination with the regularization of the services of the workman. Uma Devi's case of Hon'ble the Apex Court is relating to the regularization of the services of any person who was entered the public appointment by way of back door entry. By subsequent judicial pronouncements, Hon'ble the Apex Court has made it clear that view taken by the Hon'ble the Apex Court in Uma Devi's case is not applicable in Industrial Disputes pending before different Tribunals under the Industrial Disputes Act.

It is further made clear that issue before this Tribunal is relating to the illegal termination and not relating to the regularization of the services. The Industrial Disputes Act has not barred the termination of the services of a daily waged worker but has regulated it. The termination is regulated in the sense that if the services of a daily waged worker are no more required, his services can be terminated by giving one month notice or by payment of one month wages in lieu of notice and by payment of lawful termination dues, if it is not, the termination of the workman shall be illegal and void abinitio.

The Industrial Disputes Act also protects one more right of retrenchees. If after termination of the services of the workman, the services of daily waged worker for the same nature of work are required, preference shall be given to the persons, who have already worked with the management as daily waged worker. This right is an absolute right even for those workers who have worked for even for a day or for few hours. In the present industrial dispute the workman Karam Chand has continuously worked from 2001 to 2004. His services were illegally terminated and for the same nature of work fresh hands were engaged. It is also violation of absolute right of the workman.

When the act of the management is declared to be violative of lawful rights of the workman under the provisions of Industrial Disputes Act, there are two possible remedies availabie to the workman. The first remedy is the reinstatement of workman on the same position he was previously working before his termination. The second remedy is the payment of reasonable compensation. It is the settled law of service jurisprudence that priority should be given for reinstatement of the workman on the same position he was previously working before his termination and under exceptional circumstances order for payment of compensation should be passed. It has also developed a good law of service jurisprudence that Tribunal should restrain for passing of order for reinstatement casually. If the facts and circumstances of this case are perused, it is clear that management is guilty of committing unlawful labour practice as defined in the Industrial Disputes Act. Moreover, after terminating the services of the workman illegally, for same nature of work fresh persons were engaged. This act of the management inspired this Tribunal to remedy the cause of workman by an order of his reinstatement into service with full back wages. It is hereby made clear that order of reinstatement is relating to the reinstatement on the same position and wages (subject to enhancement as per rules) on which the workman was previously working before the date of his termination, It has no concern with the regularization of services because

the regularization of services of a daily waged worker is within exclusive domain of the management according to law.

Accordingly, the management is directed to reinstate the services of the workman within one month from the date of publication of the award along with back wages. The reference is accordingly, answered. Let Central Government be approached for publication of the award, and thereafter, file be consigned to the record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2691.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोच्चि रिफाइनरीज लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, ईरनाकुलम के पंचाट (संदर्भ संख्या 25/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-9-2010 को प्राप्त हुआ था।

[सं. एल-30011/38/2007-आई आर (एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 29th September, 2010

S.O. 2691.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2007) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kochi Refineries Ltd. Ambalamughal and their workmen, which was received by the Central Government on 29-9-2010.

[No. L-30011/38/2007-IR (M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri. P.L. Norbert, B.A., L.L.B., Presiding Officer

(Friday the 27th day of August, 2010/5th Badrapadham, 1932)

I.D. No. 25/2007

Unions : 1. The Cochin Refinery Workers' Association (CRWA), Ambalamughal, Kochi Rfienery, Kochi (Kerala)- 682 302

By Adv. Sri. K.S. Madhusoodanan

2. The General Secretary, Kochi Refineries Employees Union, Ambalamughal.

By Adv. Sri. C. Anil Kumar

Management : The General Manager (HRM), Kochi Refineries Ltd., Ambalamughal, Cochin- 682 302

By Adv. M/s Menon & Pai

This case coming up for hearing on 26-08-2010, this Tribunal-cum-Labour Court on 27-08-2010 passed the following :

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

"Wheather the action of the management of M/s. KRL of M/s. BPCL in fixing the basic pay on promotion to managerial position of first line Supervisors at a rate less than what they were drawing before their promotion is fair and justifiable? If not, to what relief they are entitled?"

2. The facts of the case in brief are as follows:—The workers association is questioning the correctness of pay fixed in respect of workers promoted to managerial posts. They contend that while promoting workmen to officer category the pay fixed is less than what they were drawing before promotion. As per long term settlement applicable to workers they are entitled to annual increment at 4% of basic pay and on promotion to higher grades another 2% of basic pay. A group of 66 affected officers had submitted a representation to the management about the anomaly fixing the pay. But it was not favourably considered by the management. As a result every such officer is loosing Rs. 500 to 1500 per month in basic pay alone from 1-8-1998. Hence the union wants the management to re-fix the pay of employees promoted as A Grade Officers after 1-8-1998.

3. The management contends in the written statement that the disputes is not maintainable as the workers association has no locus standi to raise a dispute on behalf of officers and this court has no jurisdiction to adjudicate the issue relating to officers. While promoting, the management had informed that their basic pay on promotion would be such and such. Having accepted the scale of pay and promotion they are estopped from challenging the same. While the pay of officers was revised in 1997 the pay of workers was revised later in 1998. At the time of revision DA was merged in basic pay in both cases. On 01-08-1998 when the workers' pay was revised and DA was merged in basic pay their DA was 0% while that of officers was 10.83%. Hence as on 01-08-1998 the basic pay of workers was more and DA less, while the basic pay of officers was less and DA more. If the pay was revised in accordance with the Long Term Settlement applicable to workmen that would lead to an anomalous situation and they would enjoy double benefit and junior officers would get higher pay than their seniors. The total emoluments of the promotees is not less than what they were drawing prior to their promotion. The management is extending promotional increment in terms of Long Term Settlement. The claim of the union is to be rejected.

4. In the light of the above contentions the following points arise for consideration.

1. Is the dispute maintainable?

2: Whether the pay of promotees is correctly fixed?

5. The evidence consists of the oral testimony of WW1 and documentary evidence of Exts. W1 to 10 on the side of the union and MW1 and M1 to M4 on the side of management.

6. **Point No. 1:**— The workers' association has taken up the cause of pay fixation in respect of officers of the company. Their csse is that the pay of about 66 workmen who were promoted as A Grade Officers was fixed at a lower scale than what they were drawing prior to their promotion. The management in written statement (para-3) contends that the workers' association has no locus standi to espouse the cause of officers. They are two different and distrinct categories and there cannot by any grievance for the workers regarding the pay of officers. It was vehemently argued by the learned counsel for unions 1and 2 that the management is estopped from questioning the jurisdiction of this court to decide the dispute because it was on their submission before Hon'ble High Court in OP 15632/2005 that the remedy of officers is to approach Industrial Forum under ID Act through workers' union, that is was disposed off without entering into the merits of the case. The dichotomous stand taken by the management in OP and in ID has created an embarrassing situation. But the Hon'ble High Court has not decided the question of jurisdiction which can be seen from the following observation in the judgment.

> "Accordingly, without prejudice to whatever rights the petitioners may have under the Industrial Disputes Act, the writ petition is dismissed".

It is to be noted that parties by agreement cannot confer jurisdiction on a Court which it does not have. Jurisdiction is an authority or power inherent in a Court to decide a list. Therefore it is fundamental to determine the question of jurisdiction first when there is doubt.

7. The very reference indicates that the cause of supervisors and persons in the managerial position is espoused by workers' union. S.2(k) of Industrial Disputes Act defines Industrial Dispute.

> (k) "Industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person.

8. According to the learned counsel for the union the words "any person" occurring in S2(k) would include non-workmen and hence the workers' union can legitimately raise an industrial dispute in respect of officers and the workers who aspire for promotion are interested in the dispute. According to the management no industrial dispute would lie concerning officers before an adjudicatory authority under the provisions of I.D.Act. The position is clarified by the Hon'ble Supreme Court in Assam Chah Karmachari Sangha v. Dimakuchi Tea Estate 1958 I L.L.J. 500 wherein it is held that the Industrial disputes Act is primarily meant for regulating the relations of employers and workmen. It draws a distinction between "workmen" as such and the "managerial or supervisory staff", and confers benefit on the former only. It is observed that the expression 'any person' in S.2(k) of ID Act does not mean anybody and everybody in the world, but limited to persons in whose employment or non-employment or terms of employment or conditions of labour the workmen, who raise the dispute as a class, have a direct or substantial interest. In the reported case the termination of service of an Assistant Medical Officer, Dr. K.P. Banerjee of Dimakuchi Tea Estate was questioned by workers' union. It was held that Dr. Banerjee was not a workman, that he bolonged to a different category,and that the workers' union had no direct or substantial interest in the employment or non-employment of Dr. Banerjee, even if he was a member of the trade union. It is beneficial to extract relevant portions of the 'judgment'.

> "It is clear from what has been stated above that the question whether Dr.K.P. Banerjee is or is not a workman within the meaning of the Act is no longer open to the parties and we must proceed on the footing that Dr. K.P. Banerjee was not a workman within the meaning of the Act and then decide the question if the dispute in relation to the termination of his service still fell within the scope of the definition of the expression "industrial dispute" in the Act". (page 503).
>
> "The Act is primarily meant for regulating the relations of employers and workmen— past, present and future. It draws a distinction between "workmen" as such and the managerial or supervisory staff, and confers benefit on the former only" (page 506).
>
> "Take, for example, another case where the workman raise an objection to the salary or remuneration paid to a manager or chief medical officer by the employer but without claiming any benefit for themselves, and let us assume that a dispute or difference arises between the workmen on one side and the employer on the other over such an objection. If such a dispute comes within the definition clause and is referred to an industrial tribunal for adjudication, the parties to the dispute will be the employer on one side and his workmen on the other. The manager or the chief medical officer cannot obviously be a party to the dispute, because he is not a "workman" within the meaning of the Act and there is not dispute between him and his employer. That being the position, the award, if any, given by the tribunal will be binding,

under Cl. (a) of S. 18, on the parties to the dispute and not on the manager or the chief medical officer. It is extremely doubtful if in the circumstances stated the tribunal can summon the manager or the chief medical officer as a party to the dispute, because there is no dispute between the manager or chief medical officer on one side and his employer on the other. Furthermore, S. 36 of the Act does not provide for representation of a person who is not a party to the dispute. If, therefore, an award is made by the tribunal in the case which were have taken by way of illustration, that award, though binding on the employer, will not be binding on the manager or chief medical officer. It should be obvious that the Act could not have contemplated an eventuality of this kind, which does not promote any of the objects of the Act, but rather goes against them" (page 507).

"The reason for the use of the expression "any person" in the definition clause is, however, not far to seek. The word "workman" as defined in the Act. (before the amendments of 1956) included, for the purpose of any proceedings under the Act in relation to an industrial dispute, a workman discharged during the dispute. This definition corresponded to S. 2(j) of the old Trade Disputes Act, 1929, except that the words "including an apprentice" were inserted and the words "industrial dispute" were substituted for the words "trade dispute". It is worthy of note that in the Trade Disputes Act, 1929, the words "workman" meant any person employed in any trade or industry to do any skilled or unskilled manual or clerical work for hire or reward. It is clear enough that prior to 1956 when the definition of "workman" in the Act was further widened to include a person dismissed, discharged or retrenched in connection with, or as a consequence of the dispute or whose dismissal, discharge or retrenchment led to the dispute, a workman who had been discharged earlier and not during the dispute was not a workman within the meaning of the Act. If the expression "any person" in the third part of the definition clause were to be strictly equated with "any workman", then there could be no industrial dispute, prior to 1956, with regard to a workman who had been discharged earlier than the dispute, even though the discharge itself had led to the dispute. That seems to be the reason why the legislature used the expression "any person" in the third part of the definition clause so as to put it beyond any doubt that the non-employment of such a dismissed workman was also within the ambit of an industrial dispute. There was a wide gap between a "workman" and an "employee" under the definition of the word "workman" in S.2(s) as it stood prior to 1956; all existing workmen were no doubt employees; but all employees were not workmen. The supervisory staff did not come within the definition. The gap has been reduced to some extent by the amendments of 1956; part of the supervisory staff (who draw wages not exceeding five hundred repees per mensem) and those who were otherwise workmen but were discharged or dismissed earlier have also come within the definition. If and when the gap is completely bridged,"workmen" will be synonymous with "employees" whether engaged in any skilled or unskilled manual, supervisory, technical or clerical work, etc. But till the gap is completely obliterated, there is a distinction between workmen and non-workmen and that distinction has an important bearing on the question before us. Limitation (3) as formulated by learned counsel for the appellants ignores the distinction altogether and equates "any person" with "any employee" —past, persent or future; this, we do not think, is quite correct or consistent with the other provisions of the Act. The Act avowedly gives a restricted meaning to the word "workman" and almost all the provisions of the Act are intended to confer benefits on that class of persons who generally answer to the description of workmen. The expression "any person" in the definition clause means, in our opinion, a person in whose employment, or non-employment, or terms of employment, or conditions of labour the workmen as a class have a direct or substantial interest-with whom they have, under the scheme of the Act, a community of interest. Our reason for so holding is not merely that the Act makes a distinction between workmen and non-workmen, but because a dispute to be a real dispute must be one in which the parties to the dispute have a direct or substantial interest. Can it be said that workmen as a class are directly or substantially interested in the employment, non-employment, terms of employment or conditions of labour of persons who belong to the supervisory staff and are, under provisions of the Act, non-workmen on whom the Act has conferred no benefit, who cannot by themselves be parties to an industrial dispute and for whose representation the Act makes no particular provision? We venture to think that the answer must be in the negative" (page 508 & 509).

"In the case before us, Dr. K.P. Banerjee was not a "workman". He belonged to the medical or technical staff—a different category altogether from workmen. The appellants had no direct, nor substantial interest in his employment or non-employment, and even assuming that he was a member of the same trade union, it cannot be said, on the tests laid down by us, that the dispute regarding his termination of service was an industrial dispute within the meaning of S.2(k) of the Act" (page 513).

In another decision, All India R.B.E. Association v. Reserve Bank of India 1965 II L.L.J. 175 it is observed:

> ".....But workmen cannot take up a dispute in respect of a class of employees who are not workmen and in whose terms of employment those workmen have no direct interest of their own. What direct interest suffices is a question of fact, but it must be a real and positive interest and not fanciful or remote....."(pg-188).

In Mukand Ltd. v. Mukand Staff and Officers Association 2004 (2) L.L.N. 122 it is observed.

"According to Sri. Ashok Desai, learned senior counsel, the phrase "any person" in S.2(k) and S.18 of the Act includes a non-workman who was a workman but retired, resigned or otherwise left the services of the employer during the pendency of the dispute under reference. It also includes a person who was not a workman when the dispute was referred for adjudication but joined the services of the employer as a workman during the pendency of the proceedings. In this regard, it may be pointed out that the contention the respondent-association that the phrase "any person" employed in S.2(k) and S.18 covers non-workmen was not accepted in Narendra Kumar Sen case (A.I.R. 1953 Bom. 325) (vide supra), the Dimakuchi Tea Estate [(1958) S.C.R. 1156] case (vide supra), the Reserve Bank of India case [1996 (1) L.L.N. 465 = (1996) 1 S.C.R.25] and in Greaves Cotton Company, Ltd [(1971) 2 S.C.C. 658], case. This Court in those cases has also rejected the contention regarding "community of interest" between workmen and non-workmen..... " (para-54).

> "The above submission of learned counsel for the appellant is well founded under the Act. Disputes can be raised only by the workmen with the employer. The workmen, however, can in appropriate cases espouse the cause of non-workmen if there is community of interest between the workmen and the non-workmen. In the instant case, it is an admitted fact that the community of interest or estoppel has never been pleaded and the findings rendered by the High Court on this issue is in the absence of pleadings. If the non-workmen are given the status and protection available to the workmen, it would mean that the entire machinery and procedure of the Act would apply to the non-workmen with regard to their employment/non-employment, the terms of employment, the conditions of labour etc. This would cast on the appellant-company the onerous burden of compliance with the provisions of the Act in respect of the non-workmen. In our view, the situation is not envisaged by the Act which is solely designed to protect the interests or the workmen as defined in S.2(s) of the Act....."(para-62).

9. In the light of the aforementioned decisions of Hon'ble Supreme Court on the subject no further discussion is required to hold that no cause of officers of Kochi Refinery can be taken up by workers' association or union. Therefore it has to be held that there is no industrial dispute within the meaning of S.2(k) of Industrial Disputes Act and this court has no jurisdiction to adjudicate the dispute.

10. **Point No.2:** In view of the above finding on jurisdiction it is not necessary to deal with the real dispute. But for the sake of completeness I propose to dwell upon the second point as well. The grievance of the union is that the basic pay of officers Grade-A on promotion is less than what they were drawing prior to their promotion. There are 7 categories of workmen as seen from Clause 11.1 of Long Term Settlement of 2002, Ext.W8. The officers have eight grades, i.e. Grade-A to H as deposed by MW1, Manager (Administration) of the company. According to the union due to the wrong fixation of basic pay 84 promotees are affected. To clarify the position the union has produced an order of promotion issued to Sri Balakrishnan T and his pay slips. Ext.M1 is the order of promotion issued on 1-10-2003. He was promoted as Engineer Grade A. Exts.W5 and 6 are pay slips, which show that his basic pay in the officer Grade-A was fixed in 2003 at Rs.14,980. Ext.W4 is the pay slip of Balakrishnan as workman Grade-VII and the basic pay immediately prior to promotion in August 2003 was Rs.15,666. According to the union he was entitled to get Rs. 16,666 as basic pay on promotion. Similarly promoted employees have been deprived of the eligible increase in their basic pay on promotion. It is contended by the union that at any rate the management has no right to reduce the basic pay from what they were drawing prior to their promotion. According to the learned counsel for the management the union is estopped from questioning the correctness of basic pay of promotees as the latter were informed at the time of promotion that their basic pay would be such and such. Having accepted that offer they cannot turn round and challenge the same thereafter. Ext.M1 is an order of promotion wherein the basic pay in the promoted post is mentioned. But prior to the order of promotion the concerned employee was not informed and he was not given an option either to accept the promotion or pay in the promoted post. Ext.M2 is the pay fixation of Sri Balakrishnan as workman and as officer Grade-A. Unlike contended by the learned counsel for the management the workman had no option to challenge the pay fixation before he could accept the order of promotion. MW1 in the cross-examination admitted that the promotees are entitled to all the benefits of Long Term Settlement applicable to the workmen at the time of their promotion. He also admits that such employees are entitled to get 6% increase in their basic pay on promotion. He has stated that pay of officers is fixed as per Government Order based on pay commission report and revision of pay is made every 10th year. He has also stated that the management has issued guidelines for fixing officers' pay and accordingly officers pay is fixed. However the management has not produced the same. It is to be noted that despite the repeated oral direction of the

court to the management to produce the pay fixation order, there is no response. The unions it seems have applied under Right to Information Act to furnish information regarding pay fixation. But the union has not yet obtained the information.

11. Prima-facie the fixation of basic pay of officers appears to be anomalous. Sri. Balakrishnan T. one of the affected officers' basic pay just prior to his promotion was Rs.15,666 (as worker) and after promotion it is Rs.14,980 The management is not justified in reducing the basic pay in the normal course except under disciplinary proceedings. The management has not been able to point out with reference to either Government order or any guideline issued by the management, the mode of fixation of basic pay. The reason stated by management for reducing the basic pay is to avoid possible hike in pay of junior officers. But that is not a valid reason for reducing the pay of a promotee. If proper fixation of pay creates any anomaly in the pay of junior and senior officers it is for the management to rectify it without reducing the legitimate basic pay of promotees.

12. It was submitted by the learned counsel for the unions that as per Ext.W8 Long Term Settlement Clause 13 and 14, every workman is entitled to get annual increment at a certain percentage of basic pay in proportion to their grades, and on promotion over and above that increase, another increase of 2% of basic pay. So far as a Grade- VII worker is concerned the annual increment is 4% of basic pay. On promotion he would get above 4%, another 2% of increase in basic pay. Thus altogether he is entitled to get 6% increase in basic pay. In para 13 of the written statement of the management it is admitted that "the management is extending promotional increment in terms of Long Term Settlement. The management has not denied the promotional increment provided in the settlement to the prejudice of the workman as alleged in para 4 of the claim statement". Thus the management admits that the Grade-VII workmen on promotion would get 6% increase in his basic pay. If that be so I fail to understand how Sri. Balakrishnan who was a VIIth Grade workman and was drawing a basic pay of Rs.15,666 is given a basic pay of Rs.14,980 on promotion as Engineer Grade-A. It was argued by the learned counsel for the management that the Long Term Settlement is applicable only to workmen and not to officers. It is true that LTS is in respect of workmen only. But Clause 13 and 14 relate to those workmen who are just promoted to officer category and which is admitted as pointed out above in their written statement, para 13 Besides MW1 has also admitted this fact. Though the learned counsel for the unions referred to clause 8.3 of Ext.W9 standing orders it does not relate to officer category, but to promotion among workmen. It is submitted by the learned counsel for the unions that an employee is given increase in basic pay in recognition of his able, efficient and loyal service to the company service to the company (Clause 9.1 of Ext.W9 standing orders). Though the union had given Exts.W1 and 2 representations to the management they were not considered favourably by the management. Hence the dispute was raised. The management has not been able to explain and justify on what basis or as per what guidelines the basic pay is reduced. Except under disciplinary action the pay of no employee can be reduced and more so when he is promoted. The point is answered accordingly.

13. In view of the finding that this court has no jurisdiction to decide the dispute no relief can be granted to the employees as required in the reference. An award is passed accordingly.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 27th day of August, 2010.

P.L. NORBERT, Presiding Officer

Appendix

Witness for the Unions

WW1 - Balakrishnan T., Workman

Witness for the Management

MW 1 -Saranga Kumar R., Manager (Benefit Admn.).

Exhibits for the Unions

W1 - Photocopy of the letter of Cochin Refineries Officers Association dated 22-01-2003 to the management.

W2 - Photocopy of the complaint dated 24-06-2004 by Cochin Refineries Officers Association to the General Manager (HRM) KRL.

W3 - Photocopy of the E-mail sent by the General Manager (HR).

W4 - Photocopy of the pay slip of employee T.Balakrishnan for the period from 01-08-2003 to 31-08-2003.

W5 - -do- 01-10-2003 to 31-10-2003.

W6 - -do- 01-11-2003 to 31-11-2003.

W7 - Photocopy of the notional fixation of pay of T.Balakrishnan.

W8 - Long Term Settlement between management and Unions on 28-08-2002.

W9 - Standing Orders of the company.

W10 - Judgment in WP(C) No.15632 of 2005(J) dtd : 30-01-2006.

Exhibits for the management

M1 - Order of promotion issued to Sri. Balakrishnan T.

M2 - Pay fixation statement of Sri. Balakrishnan T.

M3 - Calculation statement of DA of officers and workmen.

M4 - Conduct, Discipline & Appeal Rules for Management Staff.

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2692.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2 धनबाद के पंचाट (संदर्भ संख्या 58/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-2010 को प्राप्त हुआ था ।

[सं. एल-20012/44/2002-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2692.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2002) of the Central Government Industrial Tribunal-Cum-Labour Court-2, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-20012/44/2002-IR (C-I)]

D. S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Present :

SHRI H. M. SINGH, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act., 1947.

Reference No. 58 of 2002

PARTIES : Employers in relation to the management of Katras Area of M/s. BCCL and their workman.

Appearance :

On behalf of the workman : Mr. S.N. Goswami, Advocate

On behalf of the employers : Mr. D.K. verma, Advocate

State : Jharkhand Industry : Coal

Dated Dhanbad, the September 9th, 2010

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/44/2002-IR (C-I), dated the 15th July, 2002.

SCHEDULE

"Whether the demand of the union for regularisation of Shri Chuni Lal Napit as Store Issue Clerk form the management of Salanpur Colliery under Katras Area of M/s. BCCL is justified ? If so, to what relief is the concerned workman entitled and from what date ?"

2. In this case both the parties appeared through their authorised representative and filed their respective Written Statement, Rejoinders, documents etc. Thereafter the reference proceeded along its course. Subsequently at the stage of oral evidence of the parties when the reference was fixed both the parties appeared and the representative of the workman by filling a petition under signature of the concerned workman submitted prayer to pass a 'No dispute' Award on the ground that the dispute in question has been settled out of the Court. The authorised representative of the management raised no objection in view of the prayer made on behalf of the workman.

3. Perused the petition submitted on behalf of the workman and heard both sides.

Since the dispute in question has settled and as the concerned workman has prayed to pass a 'No dispute' Award, I render a 'No dispute' Award in this reference presuming non-existence of any industrial dispute between the parties.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2693.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1 धनबाद के पंचाट (संदर्भ संख्या 261/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-2010 को प्राप्त हुआ था ।

[सं. एल-20012/453/2001-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2693.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.261/2001) of the Central Government Industrial Tribunal-Cum-Labour Court-1, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-20012/453/2001-IR (C-I)]

D. S.S. SRINIVASA SRAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 1) AT DHANBAD

Present :

SHRI H. M. SINGH, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act., 1947.

Reference No. 261 of 2001

Parties : Employers in relation to the management of BCCL and their workman.

Appearances :

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand Industry : Coal

Dated 2--9-2010

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/453/2001, dated, the 29th November, 2001.

SCHEDULE

"Whether the action of the management of BCCL in denying employment as per provision of NCWA-IV to Alta Baurin, Widowed daugter of late Bijali Baurin is justified ? If not, to what relief the said applicant entitled ?

2. In this case both the parties abstained themselves from appearing this Tribunal in spite of the issuance of Regd. notice to them. It therefore appears that they are not willing to contest the case. The instant reference is of the year 2001 and since then it is pending for disposal.

Since both the parties did not appear in this Tribunal and did not file W.S. a 'No dispute' Award is passed in this Reference presuming non-existence of any industrial dispute between the parties.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2694.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1 धनबाद के पंचाट (संदर्भ संख्या 252/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-10 को प्राप्त हुआ था ।

[सं. एल-20012/429/2001-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2694.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 252/2001) of the Central Government Industrial Tribunal-1, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-20012/429/2001-IR (C-I)]

D. S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 1) AT DHANBAD

Present :

SHRI H. M. SINGH, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act., 1947.

Reference No. 252 of 2001

Parties : Employers in relation to the management of Sijua Area of M/s. BCCL and their workman.

Appearances :

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand Industry : Coal

Dated Dhanbad 6--9-2010

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/429/2001-IR (C-I), dated the 27th November, 2001.

SCHEDULE

"Whether the action of the management in non-regularisation of Shri Sita Ram Chouhan as clerical Gr. I is justified ? If not, to what relief is the concerned workman entitled and from what date ?"

2. In this case neither the concerned workman nor the sponsoring union appeared before this Tribunal. Management side also abstained from appearing this Tribunal. It appear from the record that the instant reference is of the year 2001 and since then it is pending for disposal. Since both the parties neither appeared nor filed their respective W.S. in spite of issuance of notices, a 'No dispute' Award is passed in this Reference presuming non existence of any industrial dispute between the parties.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2695.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1 धनबाद के पंचाट (संदर्भ संख्या 81/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-10 को प्राप्त हुआ था ।

[सं. एल-20012/382/93-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2695.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 81/95) of the Central Government Industrial Tribunal-1, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-20012/382/1993-IR (C-I)]

D. S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 1) AT DHANBAD.

Present : SHRI H. M. SINGH, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act., 1947.

Reference No. 81 of 1995

Parties : Employers in relation to the management of Mudidih Colliery of M/s. B.C.C.L. and their workman.

Appearances :

On behalf of the workman : Mr. S.N. Goswami, Advocate

On behalf of the employers : Mr. H. Nath,, Advocate

State : Jharkhand Industry : Coal

Dated Dhanbad, the 14-9-2010

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/382/1993-IR (C-I), dated the 14th July, 1995.

SCHEDULE

"Whether the demand of the union for departmentalisation of Shri Jagdish Singh and 15 other Fuel Coal Suppliers (as per list enclosed) by the management of Mudidih Colliery of M/s. BCCL is justified ? If so, to what benefits are these workman entitled ?"

2. The case of the concerned workmen as disclosed in their Written Statement is that the Colliery Shramik Sangh Sijua is a sponsored union respresenting these concerned workmen Sri Jagdish and 15 other for their departmentalisation as Coal Suppliers of Mudidih Colliery under Sijua Area No. V of M/s. B.C.C.L. The management of Mudidih Colliery employed the concerned workmen in the year 1980 for supplying fuel coal for domestic purposes and fulfilment of necessity of the employees Staff/Officers of Area No. V of M/s. B.C.C.L. as free issue of coal.

3. Further case of the workmen is that this existing system of supplying of free coal is continuing to the employees/staff officers of the colliery under social security and existing benefits provided since N.C.W.-II implementation in accordance with clause under para 11-2-1 of NCWA-II. Under the Wage Baord Recommendation and the nomenclature of job description the coal employees have been placed in Category-I with a designation of Fuel Coal Supplier Mazdoor. The concerned workmen have been performing their duty from 1980 under direct control and supervision of the management continuously and they have put their attendance for more than 240 days in each calendar year since 1980 and onwards till the date of raising the industrial dispute regarding their departmentalisation.

4. The concerned workmen have further stated that the existing system of supplying of free fuel coal for domestic purposes is continuing to the colliery establishment by issuing requisitions slip issued by the superintendent of Mines/Manager/Deputy C.M.E. of the colliery and also signed the indent by their authorising these concerned workmen of the colliery store rquisition slip day to day for carrying fuel coal by Bullock Carts for the officers and staffs quarters of Mudidih Colliery under Sijua Area.

5. The workmen have stated in the Written Statement that performance of jobs of supplying of fuel coal to the officers and staffs of the colliery and area office is specific and permanent and perennial in nature. The concerned workmen have been rendering their services to the management from 1980 and they have put their attendance for more than 240 days in each Calender year. In spite of these facts they have not been regularised as departmental workmen nor their names have been entered in the statutory records. For departmentalisation of the concerned workmen several representations were sent to the management but till date they have not been considered for

departmentalisation. Thus this dispute has been referred for adjudication before this Hon'ble Tribunal. The Union also placed their charter of demands in minutes of discussion but the management have ignored their demand and had wrongly interpreted over the demands of the Union. The job performance as Fuel Coal Suppliers by the concerned workmen used to be supervised by the management under their dirct control and it is an admitted fact that as per agreement laid down under clause 11.2.1 of NCWA-I, II, III and IV the management is duty bound to supply free fuel coal to the employees, staff and officers of the colliery/establishment under chapter and social securities and amenities with existing benefits through person or by rickshaw/horse cart or Bullock cart.

6. The workmen side also further stated that it is an admitted fact that there is neither any contractor nor any contract system over the same and the job assignment of supplying of fuel coal is not contractual job. Shri Jagdish Singh and 15 others have been performing their duties as job assignment of coal supplying Mazdoor at a low rate and the said rate is their remuneration inclusive the hire of cart for supplying the free fuel coal for domestic prupose to the employees, staffs and officers of the colliery. Neither the job of supplying coal was done under any work order nor any tender was called by the management.

7. It has been stated by the workmen side that during the long tenure of continuous service since 1980 there is no any stigma in performing the job assignment nor any grievances crept up against these concerned workmen rather they have been carrying out the order accordingly. Under Section 25B of the I.D. Act., 1947 the concerned workmen have performed the duties more than 240 days in each calender year uninterruptedly. During the long tenure of service management have provided the concerned workmen medical facilities in the colliery Hospital, land to build up hutment bamboos country made tiles and management used to supply the concerned workmen drinking water, fuel coal electric supply cowshed etc. and thus relationship of employer and employee between the concerned workmen and the management have been established.

It has been prayed on behalf of the workmen to pass an Award in favour of the concerned workmen directing the management to regularise the concerned workmen as departmental workmen with a designation of Coal Supplier Mazdoor Cat. I.

8. In the Written statement filed by the management it has been stated by then that the present reference is not maintainable both in law and facts of the case. Sri Jagdish Singh and other are suppliers and not the employees of Mudidih Colliery and accordingly there is no relationship of employer and employees between the management of Mudidih Colliery and the concerned workmen.

9. Further case of the management is that Sri Jagdish Singh himself carried fuel coal by his personal rickshaw/horse cart and supplied fuel coal for domestic use of the employees of the Mudidih Colliery and he was being paid as per bills submitted by him on the basis of total numbers of trips at the fixed rates per trip as mentioned in the Work Order issued to him monthwise.

10. Management have stated that Sri Jagdish Singh and other workmen have not been employed by the management and hence they have no claim for departmentalisation. The work is carried on the basic of the specific work-order and payment was being made on the bills submitted by the Supplier as per the fixed rates. The concerned workmen were never engaged by the management of Mudidih Colliery.

11. The Assistant Secretary, Collieries Shramik Sangh, Sijua raised an Industrial Dispute before the Assistant Labour Commissioner (c), Dhanbad vide letter dated 13-12-1991 in which he alleged that the concerned workmen were engaged by the management of Mudidih Collilery for carting fuel Coal by cartage to the officers and staff quarters of Sijua and Mudidih Colliery since the year 1980. Moreover, the concerned workmen never demanded deapartmentalisation before 13-12-91. This dispute has been raised after a delay of more than 11 years which makes the demand of the union a stale demand. The demand of the union is false, mischievious, but only to get the concerned workmen job in M/s. B.C.C.L. by dubious method and by hook and crook. Accordingly management have prayed before this Tribunal to pass an award rejecting the claim of the concerned workmen.

12. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

13. The Union in order to substantiate the claim of the concerned workmen have produced Rasu Mahato one of the concerned workmen and Raj Kumar Beldar, Secretary of the Union who have been examined as WW-1 and WW-2 respectively. Document on their behalf have been marked as Ext. W-1 to W-1/9, W-2 and Ext. W-3 on proof by WW-1. Management side on the other hand have produced Rajiv Ranjan who has been examined as M-1 and he has proved documents marked as Ext. M-1, M-2, M-3, M-4 and M-4/1.

14. Main argument advanced on behalf of the concerned workmen is that they Coal Suppliers to the officers/employees of the management for their domestic use and it is continuous job and they doing this job since 1980 to fulfil the domestic need to the staff and officers of the Area V of M/s. B.C.C.L. and they are known as Fuel Coal Suppliers. Their attendance is 240 days in each calendar year since 1980 and this job perennial in nature. So they have to be regularised under Section 25B of the I. D. Act, 1947.

15. It has been argued on behalf of the management that they are not employees of the management. There is

no relationship of employer and employee between the concerned workmen and the management of Mudidih Colliery. Jagdish Singh and other persons carried fuel coal and supplied them to the officers/employees of Mudidih Colliery. Shri Jagdish Singh was paid as per bills submitted by him on the basis of total numbers of trips at the fixed rates per trip as per work order issued to him monthwise. The work was carried on the basis of the specific work-order and payment was being made on the bills submitted by the Supplier as per the fixed rates. They have not been engaged by the management. Therefore, they cannot be regularised.

16. In this respect Management counsel argued that Jagdish Singh has not been examined with whom the concerned workmen said to have worked and order has been placed to him and who is the main witness. But he has not been examined by the concerned workmen.

17. The concerned workman WW-1 Rasu Mahato has stated at page-2 of his cross-examination "We have not received any appointment letter from the company. I do not know Sri Jagdish Singh. We have not raised any prior dispute in this connection". As per W.S. of the concerned workmen they have been stopped from work by the management from 1991 because before 1991 they have not raised any dispute. They have raised this dispute after 11 years which shows that the demand of the concerned workmen is stale demand. They have kept mum in so many years.

18. The concerned workmen have adduced evidence of another witness Raj Kumar Beldar, WW-2 who has stated in cross-examination "I have got document to prove that the concerned workmen are the members of my union." But no document has been filed to show that they are members of his union Only Ext. M-1 has been proved. It relates regarding raising of industrial dispute for settlement. But that does not make any ground or basis to show that the concerned workmen are the members of the Union of WW-2. Moreover, all the letters have been written and pay order prepared in the name of Jagdish Singh and Jagdish Singh has also written letter as per Ext.M-4 and the name of Jagdish Singh find place in Ext. M-2, M-2/1 pay order, work order Ext.M-3, Ext.M-4 and M-4/1 letters. But he has not been examined on behalf of the concerned workmen.

19. No appointment letter has been filed and no work order has been issued in the name of the concerned workmen who have claimed employment under the management. In view of the facts, circumstances evidence discussed above I find no merit in the claim of the concerned workmen. In the result, the following Award is rendered :—

"The demand of the Union for departmentalisation of Shri Jagdish Singh and 15 other Fuel Coal Suppliers as per list enclosed by the management of Mudidih Colliery of M/s. B.C.C.L. is not justified. Consequently, the concerned workmen are not entitled to get any relief."

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2696.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार मैसर्स सी.सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1 धनबाद के पंचाट (संदर्भ संख्या 28/2002) को प्रकाशित करती है, जो केंद्रीय सरकार को 30-9-2010 को प्राप्त हुआ था ।

[सं. एल-20012/487/2001-आई.आर.(सी.-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2696.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2002) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. C.C.L. and their workmen, which was received by the Central Government on 30-9-2010.

[No. L-20012/487/2001-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD.

In the matter of a reference U/s. 10(1)(d) (2A) of I. D. Act

Reference No. 28 of 2002

PARTIES: Employers in relation to the management of Benedih Area of M/s. C.C.Ltd.

and

their workman.

Present :

SHRI H. M. SINGH, Presiding Officer

Appearances :

For the Employers : Shri D. K. Verma, Advocate.

For the Workman : Shri C. Prasad, Advocate.

State : Jharkhand Industry : Coal

Dated the 13--9-2010

AWARD

By Order No. L-20012/487/2001 dated 20-2-2002 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal :

अनुसूची

"क्या बिहार प्रदेश की ग. संघ की सी.सी.एल. गिरिडीह क्षेत्र के प्रबंन्धतंत्र से मांग की श्री दिनेश मणी तिवारी डी/ओपेरेटर की एपेक्स मेडिकल बोर्ड भेजा जाएं ताकि चिकित्सा आधार पर उनकी सेवा के लिए सामर्थ्य एवं सुयोग्यता सुनिश्चित की जा सके तथा अयोग्य पाए जाने पर एन.पी. डब्ल्यू ए. के प्रावधानानुसार उनके आश्रित पुत्र को नौकरी दी जाए उचित एवं न्यायासंगत है । यादि हाँ तो कर्मकार किस राहत के पात्र हैं ।

2. Written statement has been filed on behalf of the concerned workman stating that he has been working as Dozer Operator at the Open Cast Project, Benidih Colliery. Giridih area under M/s. C.C.Ltd. He was promoted as "Pit Supervisor" vide letter No. GM(G) PD/DPC/89/13300-310 dated 2-12-1988. He fell mentally sick and accordingly he was referred to Gandhi Nagar Hospital, CCL, Ranchi for his better treatment by the management on 4-6-1988. Again he was referred to the Central Institute Paychiatry, Kanke, Ranchi. Lastly he was released/discharged from the hospital with the conviance of the management and he was advised for resumption of light duty on 3-3-98 instead of his original job, which itself proves that the concerned workman was not fit to do his original job. He requested the management regarding his unability and to send him before the apex Medical Board, but the management did not do so intentionally. The condition of the concerned workman become very poor. He had been suffering from gidness and sleeping tendency. So, he requested the management for employment of his dependent son in his place.

Under the facts and circumstances stated above, it has been prayed thaat this Hon'ble Tribunal be pleased to hold that the demand of the union for sending the concerned workman before the Apex Medical Board for determining his ability/fitness and if he is found unfit by the Apex Medical Board, the employment be provided to his dependent son in his place as per the provisions of NCWA.

3. The management has filed written statement stating that the concerned workman was working at Open Cast Project, Giridih Colliery as Dozer Operator. Considering his satisfactory performance he was promoted to the post of Pit Supervisor.

The concerned workman reported sick to the management and the management immediately referred him to Gandhi Nagar Hospital, CCL, Ranchi for his better treatment. Further he was treated at Central Institute of Psychiatry, Kanke Ranchi and after prolonged treatment, he was declarted fit for duty. Accordingly, he was alowed to resume his duty and he was continuously performing his duty. During his service period in the year 1996, he applied for his retirement under clause 9-4-0 of NCWA-V in favour of his dependent son. Thereafter the case was pleced before the Screening Committee for examination. The Screening Committee thoroughly examined his case and did not recommend for retirement of the concerned workman under cl. 9.4.0 of NCWA-V. The decision of the committee was communicated to the concerned workman by the management vide letter dated 11-11-96. Thereafter he did not raise any industrial dispute and never claimed retirement under the said provision. He worked continuously and retired from the service of the company w.e.f. 13-5-99 on attaining the age of superannuation i.e. 60 years and after retirement he applied for payment of his retiral dues and the management paid him all retiral dues. The sponsoring union raised an industrial dispute in 2001 after lapse of 4 years of the retirement of the concerned workman. There is no provision for providing employment to the dependent son of a retired employee. Hon'ble High Court and Hon'ble Supreme Court held in various cases that a dependent of retired employee is not entitled for employment either in the Government of in the Public Sector Undertaking.

It has been prayed that this Hon'ble Tribunal be pleased to hold that the demand of the union is neither legal nor justified and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some o the paragraphs of each other's written statement.

5. The concerned workman examined himself a WW-1 and has proved documents as Exts. W-1 to W-5.

The management has produced MW-1, Giris Chandra, who has proved Exts. M-1 to M-5.

6. Main argument advanced on behalf of th concerned workman is that he was not medically fit and h was suffering from gidding and sleeping tendency as p medical papers, Exts. W-2, W-2/1 and W-2/2. He was al examined by Apex Medical Board for his fitness. He w found not fit on 11-11-96 and he submitted his applicatio dated 14-11-96 for appointment of his son in his place, b the management superannuated him on 13-5-99 by forc

7. Argument advanced on behalf of the management that the concerned workman was superannuated after completion of 60 years w.e.f. 13-5-1999. After fitness he resumed duty and light duty was given to him till his retirement.

8. In this respect the evidence of the concerned workman is very much material. WW-1, Dineshmani Tiwary has stated in cross-examination at page 2 that "My treatment at Kanke Mental Hospital was continuing. I was found fit on 3-3-98 by the Doctor of Mental Hospital for duty. After that I was doing my duty and I did my job till my retirement. I was attached with the disease from which I was suffering before. When an employee is declared medically unfit then his son is appointed. Neither the doctor of the company nor the doctor of the Government. Hospital declared me medically unfit. I was retired as per the date of birth recorded in the Company's record.

This statement shows that he was declared by the Central Institute of Psychiatry, Kanke, Ranchi, medically fit to resume his normal duty on 3-3-98 (Ext. M-2). The concerned workman performed his duty till his retirement and he has availed L.T.C. also from 18-1-99 to 27-1-99 as per Ext. M-1.

9. In the circumstances there is no justification to give employment to the dependent son of the concerned workman on the ground of his medical unfitness.

So, the action of the management in not giving employment to the dependent son of the concerned workman as per NCWA—on the ground of medical unfitness is justified. Hence, the concerned workman is not entitled to any relief.

This is may Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2697.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 90/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-10 को प्राप्त हुआ था ।

[सं. एल-20012/370/1991-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2697.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/92) of the Central Government Industrial Tribunal-Cum-Labour Court-1, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-20012/370/1991-IR (C-I)]

D. S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD.

In the matter of a reference U/s. 10(1)(d) (2A) of I. D. Act.

Reference No. 90 of 1992

PARTIES: Employers in relation to the management of Bagdigi Colliery of M/s. B. C C Ltd

AND

Their workman

Present: SHRI H. M. SINGH, Presiding Officer

APPEARANCE:

For the Employers : None

For the Workman : Shri S.N. Goswami Advocate.

Dated the 10-9-2010

AWARD

By Order No. L-20012/370/91-IR (Coal-I) dated 31-8-1992 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub- section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

> "Whether the action of the management of Bagdigi Colliery under Lodna Area No. X of M/s. Bharat Coking Coal Ltd., in dismissing their employee Shri Suresh Paswan, Ex-Line Mistry vide their letter No. BCCL/BC/PER/47/65/90/1554, dt. 14-12-1990 is justified? If not, to what relief the workman is entitled?"

2. Written statement has been filed on behalf of the concerned workman stating therein that the concerned

workman, Suresh Paswan, was dismissed from service by the management vide letter dated 14-12-1990 due to personal revelry and this developed due to non-acceptance of the membership of the union by the workman. The union has stated the earlier instances of harassment of the workman by the management. The concerned workman was chargesheeted for using abusive language against the Manager etc. The concerned workman replied to the chargesheet and partially admitted that in the heat of moment he had used some derogative words but it was due to human nature. The management not being satisfied with his reply instituted the domestic enquiry in which the concerned workman was not given ample opportunity to defend his case and the enquiry was conducted on 13-8-1990. Lastly the enquiry proceeding was concluded exparte and on the basis of the enquiry report the concerned workman was dismissed from service w.e.f. 14-12-1990.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award by directing the management to reinstate the concerned workman in service with full back wages.

3. Written statement has been filed by the management stating that the chargesheet was issued to the concerned workman in the past also. Apart from the chargesheet dated 9-7-90 on the basis of which he was dismissed from the service. It has been submitted that when the enquiry officer during the domestic enquiry found the concerned workman guilty of charges levelled against him, he was dismissed from service vide letter dated 14-12-90.

In rejoinder the management has submitted that the concerned workman, Suresh Paswan, Line Mazdoor got his attendance marked in Form 'C' in the second shift on 30-11-89 but he did not go underground at 5.10 P.M. in his prescribed duty hours. He was directed repeatedly to go underground to attend breakdown but he refused to do so rather he used filthy languages to the Engineer concerned and accordingly he was issued chargesheet-cum-suspension order on 1-12-1989 which is justified, valid and proper.

It has been prayed the Hon'ble Tribunal be pleased to hold that the action of the management in dismissing the concerend workman is justified, valid and proper and he is not entitled to get any relief.

4. The domestic enquiry has been held to be fair and proper vide order dated 7-9-2000 by this Tribunal.

4A. The management has produced MW-1, Halam Surin.

The concerend workman has examined himself as WW-1, who has proved documents as Exts. W-1 and W-2.

The management has produced documents which have been marked as Exts. M-1 to M-6/1.

5. Main argument advanced on behalf of the concerned workman is that the domestic enquiry was held ex-parte. But in this respect the concerend workman has stated in cross-examination at page 2 that I had received the chargesheet. I replied to the charge-sheet. I had received the notice of enquiry and appeared on the first date fixed by the Enquiry Officer. It shows that he participated in the enquiry and the enquiry was not held ex-parte. He has also satted that in the year 1987 I was served with a charge-sheet. I was served atleast 8 to 10 charge-sheet on various occasions prior to my dismissal. It shows that on various occasions he was issued charge-sheet during the tenure of his service.

6. Argument advanced on behalf of the management is that in the present case proper enquiry was conducted and the enquiry report was served on the concerned workman before his dismissal. In this respect evidence of MW-1 is very much important. He has stated before the Tribunal that neither I nor the management had supplied the woriman with a copy of my enquiry report before issuing the order of dismissal.

7. In this respect the concerned workman has referred 1991 Lab. I.C. 308 in which Hon'ble Supreme Court has laid down that under Article 311 of Costitution of India disciplinary proceeding attracts principles of natural justice—Inquiry Officer regarding finding of guilt and preposing punishment—Delinquent is entitled to know the same.

The delinquent is entitled to copy thereof after 42nd amendment —Rules of natural justice. It applies to disciplinary inquiry.

Law laid down by Hon'ble Supreme Court shows that the management has not followed and it shows that the principles of natural justice has been violated before passing dismissal order to the concerned workman.

8. In view of the above facts and circumstances I hold that the action of the management of Bagdigi Colliery under Lodna Area No. X of M/s.B.C.C. Ltd. in dismissing their employees, Shri Suresh Paswan, Ex-Line Mistry vide their letter dated 14-12-90 is not justified. Therefore, the concerned workman is entitled to be reinstated in service. But since there is no evidence to show that he is sitting idle from the date of his dismissal, he is not entitled to any back wages. The management is directed to reinstate the concerned workman from the date of his dismissal within 30 days from the date of publication of the award.

This is may award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2698.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 321/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-10 को प्राप्त हुआ था ।

[सं. एल-20012/273/2000-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2698.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 321/2000) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 30-09-2010.

[No. L-20012/273/2000-IR (C-I)]

D. S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference u/s. 10(1)(d)(2A) of I.D. Act

Reference No. 321 of 2000

PARTIES: Employers in relation to the management of M/s. B.C.C. Ltd.

AND

Their workmen

Present: Shri H.M. Singh, Presiding Officer.

APPEARANCES:

For the Employers : Shri D. K. Verma, Advocate

For the Workman : Shri R. R. Ram, Joint General Secretary, BMU.

State : Jharkhand Industry : Coal

Dated, the 9th September, 2010

AWARD

By Order No. L-20012/273/2000-(C-I) dated 25-10-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

> "Whether the action of the management in dismissing Sh. Suresh from service w.e.f. 4-11-99 on the ground of poor attendance during the year 1996, 1997, 1999 is just & proper ? If not, to what relief is the workman entitled ?"

2. Written statement has been filed on behalf of the concerned workman stating therein that he was a permanent workman and was working in Kusunda Colliery as Miner/Loader whose Personal No. 02950020 and CMPF A/c No. 18/937. All on a sudden he fell ill on 7-4-98 and he went to a nearby private practioner Dr. S. Banerjee for his proper treatment. The doctor concerned declared him a light heart disease and the doctor advised him for complete rest for some times. The concerned workman informed the management verbally and also in writing regarding his treatment. He was also referred to the Central Hospital, Dhanbad on 2-6-99 by B.C.C.L. Doctor for proper treatment. After being cured the concerned workman approached to the management on 16-9-99 to resume his duty. But in the meanwhile the management dismissed the concerned workman on 4-11-99 without proper enquiry i.e. he was dismissed without conducting any domestic enquiry. He was not given any chance for his defence. Thereafter an dispute was raised which culminated into the present reference.

It has been prayed that the Hon'ble Tribunal be pleased to hold that the action of the management in dismissing the concerned workman is not justified and accordingly pass an award in favour of the workman with full back wages.

3. Written statement has been filed by the management stating therein that the concerned workman was working as miner/loader at Kusunda Colliery. He developed the habit of absenting from his duties without permission or information and without satisfactory cause so far so he could hardly worked for 75 days in the year 1996, 55 days in the year 1997 and 20 days in the year 1998 upto 24-3-98. He started absenting from his duties continuously w.e.f. 25-3-98 without information or permission and without satisfactory cause upto 28-5-99. Considering such conduct of the concerned workman, a chargesheet dated 28-5-99 was issued to the concerned workman alleging commission of misconduct of habitual absence and continuous absence for more than 10 days as per the provision of Certified Standing Orders of the company. He submitted his reply dated 12-7-99 practically admitting his guilt but taking the usual defence that his unauthorised absence from duties was due to his illness. The management appointed Sri S. Pandey, Personnel Manager, Kusunda colliery by order dated 23-7-99 as Enquiry Officer to conduct the departmental enquiry relating to the chargesheet issued to the concerned workman. A notice of enquiry was isssued fixing the date of enquiry on 31-7-99. In the departmental enquiry the concerned workman was given opportunity to cross-examine each of the witnesses examined in this case, but he declined to cross-examine and witness. He was also given opportunity to give his statement and to produce his defence witnesses, if any. He gave his own statement in the enquiry. In the enquiry, the Enquiry Officer found the concerned workman guilty of the misconduct and

accordingly he submitted his enquiry report to the disciplinary authority. The disciplinary authority after giving full opportunity for submitting comments on the enquiry report and took decision to dismiss him from service and accordingly, he was dismissed from his service by letter dated 4-11-99. It has been submitted that the action of the management in dismissing the concerned workman from service was legal, bonafide and justified and he is not entitled to any relief.

It has been prayed that the Hon'ble Tribunal be pleased to pass the award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The enquiry was held fair and proper vide order dated 26-7-2006.

6. Main argument advanced on behalf of the concerned workman is that he has been dismissed from service. He was not habitual absentee.

7. The management argued that he was habitual absentee. His attendance was very poor. It has been argued that he had worked hardly 75 days in the year 1996, 55 days in the year 1997 and 20 days in the year 1998 upto 24-3-98. He has not completed 240 days attendance in any calendar year.

8. During the proceeding the concerned workman, Suresh died issueless and his wife had already deserted him and his mother, Paro Bhuini, has been substituted in this case. The management's documents, Exts.M-1 to M-7 clearly show that the concerned workman has been given full opportunity to defend his case in the enquiry. He was habitual absentee and was not attending his duties.

In this respect the management has referred (2008) I Supreme Court Cases (L&S) 164 in which Hon'ble Supreme Court laid down—

> "Misconduct—Absenteeism—Nature of, and appropriate punishment therefor—Habitual absenteeism, held, amounts to gross violation of discipline—Where the workman, who had been in the past found guilty of unauthorised absenteeism several times (15 times in this case), was in a properly conducted departmental enquiry once again found guilty of unauthorised absence for a long period (105 days in this case), held, his consequential dismissal from service ought not to have been treated to be harsh and interfered with by Labour Court/High Court—Case law on scope of exercise of power under S.11-A. Industrial Disputes Act, 1947, discussed—Industrial Disputes Act, 1947—S.11-A and S.10(4-A) (as in force in Karnataka)".

Another law referred by the management is (2009) 2 Supreme Court cases (L&S) 689 in which Hon'ble Supreme Court laid down—

> "Dismissal Dismisssed without enquiry When permissible—Unauthorised absence by respondent on two occasions of more than 150 days without sanction of leave—Appellant Bank invoking Clause 17(b) of Fifth Bipartite Settlement, issuing notice in Respondent to join service in 30 days; failing which it would be presumed she had voluntarily terminated service—Respondent failing to rejoin duty Bank treating respondent as deemed to have voluntarily terminated her employment—Legality Held, management was extremely lenient by condoning respondent's absence—Respondent's behaviour of remaining absent without leave for such long periods regrettable and unfortunate—No establishment can function if it allows its employees to behave in such a manner—Under Cl.17(b) notice was given by the Bank—Bank order valid—Banks Fifth Bipartite Settlement—Cl.17(b) Misconduct—Unauthorised absence—Domestic enquiry—When not necessary."

Even Hon'ble Supreme Court laid down that in such unauthorised absence no domestic enquiry is required to be held.

9. Considering the above facts and law laid down by Hon'ble Supreme Court, I hold that the action of the management in dismissing Sh. Suresh from service w.e.f. 4-11-99 on the ground of poor attendance during the years. 1996, 1997 and 1999 is just and proper. Hence, the concerned workman is not entitled to any relief.

This is my award.

H. M. SINGH Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2699.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एलिटालिया लाइनी एरी इटेलियन एस.पी.ए. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2 मुम्बई के पंचाट (संदर्भ संख्या 50/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-2010 को प्राप्त हुआ था।

[सं. एल-11012/26/2008-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2699.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50 2008) of the Central Government Industrial Tribunal-cum-Labour Court-2, Mumbai as shown in the Annexure in the Industrial dispute between the employers in relation to the Management of M/s. Alitalia Linee Aeree Italiane. SPA and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-11012/26/2008-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 MUMBAI.

PRESENT : A. A. LAD, Presiding Officer

Reference No. CGIT-2/50 of 2008

Employers in Relation to the Management of M/s. Alitalia Linee Aeree Italiane, SPA

The General Manager,
M/s. Alitalia Linee Aeree Italiane, SPA,
5th floor, C.G. House,
Dr. Annie Besant Road,
Prabhadevi, Mumbai ...First Party

V/s.

Their Workmen

Ms. Meenal Pant Sujan,
2501 Oberpo Sky Heights, 25th flr;
A Wing, Lokhandwala Back Road,
Andheri (W), Mumbai-400 053 ...Second Party

APPEARANCE:

For the Employers : No appearance

For the Workman : Shri Mohan Bir Singh, Advocate.

Date of passing the Award : 2-7-2010

AWARD

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-11012/26/2008-IR(CM-I) dated 14th July, 2008 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

> "(i) Whether the action of the Management of M/s. Alitalia Linee Aeree Italiane S.P.A., Mumbai in dismissing the services of Ms. Meena Pant Sujan, Flight Interpreter-cum-Commercial Attendant, w.e.f. 8-11-2007 is justified and legal ? (ii) To what relief is the concerned workman entitled ?"

2. Claim Statement is filed by the 2nd Party, concerned workman at Exhibit 6 stating and contending that, she joined the services of the 1st Party as Flight Interpreter-cum-Commercial Attendant from 1-11-2005. It is case of the 2nd Party that, she was appointed against permanent vacancy. It is her case that, she completed probationary period successfully in April, 2006. It is stated that, services of the concerned workman were terminated by letter dated 8-11-2007. According to 2nd Party said termination is illegal and was not done by following due process of law. She states that, even retrenchment compensation as required is not paid to her. She also contends that, no proper procedure was followed, no opportunity was given to her by leveling charges before taking action of termination. So she prays that, termination under challenge be set aside with directions to the 1st Party to reinstate her with benefits of back wages and continuity of service.

(3) Though 1st Party appeared no Written Statement is filed. So order to proceed *exparte* was passed.

(4) In support of that 2nd Party filed her affidavit at Exhibit 9, in lieu of her examination-in-chief, to support her contentions and claim made in the Statement of Claim. Said is not disputed by 1st Party. It lead me to conclude that, 2nd Party is entitled for reinstatement with benefit of back wages and continuity of service as prayed in the Claims Statement. Hence, the order :

ORDER

(i) Reference is allowed:

(ii) Termination/retrenchment dated 8-11-2007 is hereby quashed and set aside and 1st Party is directed to reinstate the concerned workman as Flight Interpreter-cum-commercial attendant and give her the benefit of continuity of services and back wages from 8-11-2007:

(iii) No order as to its costs.

A. A. LAD, Presiding Officer

Mumbai,

2nd July, 2010.

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2700.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स जैट एयर प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, दिल्ली के पंचाट (संदर्भ संख्या 57/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-2010 को प्राप्त हुआ था ।

[सं. एल-11012/40/2008-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2700.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57 2008) of the Central Government Industrial Tribunal-cum-Labour Court-2, Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Management of M s. Jet Air Pvt. Ltd., and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-11012 40 2008-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, KARKARDOOMA COURT COMPLEX, KARKARDOOMA, DELHI-110032

In the Court of Sh. Satnam Singh Presiding Officer

I.D. No. 57/2008 Dated: 15-09-2010

In the matter of dispute between:

Shri Chander Mohan Anand,
Through Bhartiya Labour Union,
3/216, Dakshin Puri Extn.,
New Delhi-110062 ...Workman

Versus

The Regional Manager (HR),
Jetair Private Limited,
Hetair House, 13, Community Centre,
Yusuf Sarai, New Delhi. ...Management

AWARD

The Central Government, Ministry of Labour vide Order No. L-11012/40/2008-IR(CM-I) dated 18-11-2008 has referred the following industrial dispute to this Tribunal for adjudication :

> "Whether the action of the Management of Jetair Private Ltd., New Delhi in separating Shri Chander Mohan Anand, Assistant Accountant, from the service w.e.f. 22-09-2006 is justified and legal ? (ii) To what relief is the concerned workman entitled ?"

None is present from the side of the workman today. Authorized Representative of the management is present. Ever since the reference was received in this court for 10-2-2009, the workman has never attended this court. Twice notice was also sent to him but he has not shown any interest and he has not responded in this case and also not filed statement of claim. In this situation there is no way out except to conclude that he does not appear to be interested in the outcome of this reference. A no dispute award is accordingly passed in this case.

Dated : 15-09-2010

SATNAM SINGH, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2701.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स जैट लाइट लिमिटेड एण्ड सहारा लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 11/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-2010 को प्राप्त हुआ था ।

[सं. एल-11012/35/2008-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2701.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2009) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of M/s. Jetlite Ltd., and M/s. Sahara India and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-11012/35/2008-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

I.D. No. 11/2009

Shri Arvind Kumar,
Plot No. 42, Block H, PP No. 27,
Qutub Vihar Phase-I,
Near Maharshi Asaram,
New Delhi-110071. ...Workman

Versus

M/s Sahara India,
Sahara India Centre,
8th Floor, 2, Kapoorthala Complex,
Aliganj, Lucknow-226024(UP),
Lucknow. ...Management

AWARD

While serving Sahara India Tourism Development Corporation, Gurgaon, the claimant committed theft of 44 litres of petrol out of on office car. He was suspended on 21-3-2006. Subsequently he admitted his guilt in writing and deposited cost of 44 litres of petrol. He tendered his resignation on 4th of April, 2006, which was accepted by his employer. After about 10 months, he approached the Conciliation Officer with the allegations that he was suspended on wrong charges and thereafter he had not received any response from his employer. He further projected that his signatures were obtained on blank paper by his employer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-11012/35/2008-IR(CM-I), New Delhi, dated 29-9-2008, with following terms :—

> "(1) Whether the action of the management of M/s. Jetlite Ltd. and/or M/s. Sahara India in not allowing Arvind Kumar, Driver to resume his duties after mergers of Sahara Airlines with Jet Airways is justified and legal?" (ii) To what relief is the concerned workman entitled ?"

2. Claim statement was filed by Shri Arvind Kumar pleading that he was appointed Driver by M/s Sahara India, Sahara India Centre, Lucknow (hereinafter referred to as management No.1) on 9th of October, 98. He was regularised

on the said post w.e.f. 1-12-99. He rendered his services with management No. 1 in a most satisfactory manner. An increment of Rs. 500 was sanctioned in his favour w.e.f. 1-9-2000. He was transferred to Kolkata where he served till March, 2005, to the entire satisfaction of his superiors. He was transferred to Sahara India Tourism Development Corporation Limited from Sahara Airlines Limited. He was transferred to Delhi, vide order dated 19-3-2005. While serving here at Delhi, his mother suffered from cancer and expired. He received immense mental shock and requested for a few days leave. His signatures were obtained on a blank paper and he was permitted to go on leave. On 29-3-2006 he was served with suspension letter. He made representations dated 1-2-2007 and 10-2-2007, but it remained unanswered. He approached the Conciliation Officer but conciliation proceeding failed. In between management No. 1 merged with Jet Airlines (hereinafter referred to as the management No. 2). After merger of management No. 1 with management No. 2, he was not allowed to resume his duties. He seeks declaration of suspension order being illegal, besides action of the management No. 2 not allowing him to resume his duties as unjustified and unwarranted. He seeks his reinstatement in service.

3. Claim statement was resisted by management No. 1 pleading that the claimant committed theft of 44 liters of petrol out of an office car. He was suspended. The claimant confessed his guilt and deposited cost of 44 liters of petrol. On 4th of April 2006, he submitted his resignation which was accepted. It has not been disputed that he was appointed as a driver on 9-10-98. His confirmation in service is also not a matter of dispute. It has been pleaded that grant of increment of Rs. 500 was a matter of routine. His transfer to Kolkata is also not a disputed fact. On his transfer to M/s. Sahara India Tourism Development Corporation, he ceased to be an employee of M/s. Sahara Airlines Ltd., it has been projected that this tribunal has no territorial jurisdiction to entertain this dispute, since commission of theft, admission of guilt and act of rendering resignation took place there at Gurgaon, Haryana. It has further been projected that on acceptance of his resignation, claimant ceased to be an employee of management No. 1. He is not entitled to any relief, not to talk of relief of reinstatement in service.

4. Management No. 2 also demurred the claim. It has been projected that earlier the claimant was working with Sahara Airlines Ltd. He was transferred to Sunderban Project in West Bengal. When the said project was closed down, he was transferred to M/s. Sahara India Tourism Development Corporation, Gurgaon. On his transfer to Sunderban Project, he ceased to be an employee of Sahara Airlines Ltd. now known as Jet Lite India Ltd. Sahara India Airlines was detached fron Sahara Group of companies, hence claimant has no claim against the management No. 2. It has been projected that reference against management No. 2 has been mechanically made. It has been claimed that the reference is liable to be dismissed.

5. On pleadings of the parties, following issues were settled :

1. Whether the workman has tendered his resignation on 4-4-2006 to M/s. Sahara India Tourism Development Corporation, Gurgaon ? If yes, its effect ?
2. As in terms of reference.
3. Relief.

6. Claimant has tendered his affidavit Ex.WW1/A, besides some documents in support of his claim. He was cross-examined at length on behalf of the management. Shri Ganesh Bhatt tendered his affidavit Ex.MW1/A in evidence on behalf of the management No. 1. he was cross-examined at length on behalf of the claimant as well as the management No. 2. Management No. 2 opted not to lead any evidence.

7. Arguments were heard at the bar. Shri Shambhu Prasad, authorised representative, had advanced arguments on behalf of the claimant. Shri G. C. Walecha, authorised representative, advanced arguments on behalf of the management No. 1. Shri Anil Bhatt, authorised representative, raised his submissions on behalf of the management No. 2. Written submissions were also filed on behalf of the claimant. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :—

Issue No. 1.

8. When testimony of the claimant was purified, by an ordeal of cross-examination, he conceded that a charge sheet was served upon him, wherein allegations of commission of theft of 44 liters of petrol were levelled. He further concedes that he deposited money in lieu of that 44 liters of petrol. He projects that money was deposited by him, since he was coerced by the management. He admits that Ex.WW1/M-16 bears his signatures. Ex.WW1/M16 happens to be the suspension order served on the claimant on 21st of March, 2006. In that suspension order it has been alleged that he committed theft of 44 liters of petrol from an office car, committed forgery and fraud by making duplicate signatures of Senior Accounts Executive Worker and left his duty without informing anyone .Therefore, it is emerging over the record that allegations of theft, forgery, fraud and leaving duty, without any intimation,were levelled on the claimant by his employer on 21st of March, 2006. Issuance of charge sheet is not a matter of dispute.

9. In his testimony claimant concedes that letter Ex. WW1/M17 bears his signatures. However, he hastened to add that the said letter does not bear his signatures. I have compared signatures of the claimant appearing on Ex.WW1/M16 with the signatures on Ex.WW1/M17. On comparison it came to light that signatures on Ex.WW1/M17 were of the same person, whose signatures appear on Ex.WW1/M16. It is evident that Ex.WW1/M17 bears signature of the claimant and with a view to evade responsibility, contained in the said document, he projected that Ex.WW1/M17 does not bear his signatures. When Ex. WW1/M17 is

perused, it emerge over the record that the claimant confessed his guilt in respect of theft of 44 liters of petrol from an office car. He regretted his act and unfolded that he is well aware about his liability for punishment. Therefore, this document makes it clear that the claimant committed theft of 44 liters of petrol and deposited cost of the same with the management.

10. Claimant announces that letter mark A (proved as Ex.MW1/2 by Shri Ganesh Bhatt) does not bear his signatures. However, Shri Ganesh Bhatt swears in his affidavit Ex.MW1/A that claimant tendered his resignation on 4.4.2006, which was accepted and he was relieved from his duties. He proved resignation letter as Ex.MW1/2. Ex.MW1/2 is in the hand writing of the claimant and bears his signature, which fact is apparent on comparison of his hand writings from Ex.WW1/M16. In the said letter he projects that on account of his personal reasons, he want to leave his job. He requested the management to relieve him from services. Therefore, it is evident that Ex.MW1/2 was authored by the claimant and requested the management to relieve him from service. The claimant could not dispel this document either by positive evidence or by way of cross examination of Shri Bhatt. This document is conclusive fact of a proposition that it was claimant who resigned his service on 4-4-2006. Consequently it is concluded that the claimant tendered his resignation on 4-4-2006 to M/s. Sahara India Tourism Development Corporation and on acceptance of his resignation relationship of employer and employee came to an end. Issue is, therefore, answered in favour of the management No. 1 and against the claimant.

Issue No. 2

11. Since the claimant has tendered his resignation on 4-4-2006, he was not entitled to seek resumption of his duties either with management No. 1 or with M/s. Jet Lite India Ltd., management No. 2. Action of the management of M/s. Jet Lite India Ltd. or M/s. Sahara India, Sahara India Co., Lucknow in not allowing him to resume duty after merger of Sahara Airlines with Jet Lite India Ltd. is legal and justified, since at that time claimant was not an employee of either of them. Issue is, therefore, answered against the claimant and in favour of the management.

Relief

12. Since the claimant had tendered his resignation on 4-4-2006, which was accepted by the management No. 1, he is not entitled to relief of declaration of suspension order as illegal, refusal by M/s. Jet Let to allow him to resume duties as illegal and reinstatement in service of the management. His claim, being devoid of merits, is dismissed. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 17-9-2010.

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2702.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक/श्रम न्यायालय सं.-1 धनबाद के पंचाट (संदर्भ संख्या 22/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-2010 को प्राप्त हुआ था ।

[सं. एल-20012/15/1993-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2702.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/94) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-20012/15/1993-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Office

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I. D. Act

Reference No. 22 of 1994

Parties : Employers in relation to the management o M/s. Dugda Coal Washery of M/s. B.C.C. Ltd.

And

Their Workmen.

Present : Shri H. M. Singh, Presiding Officer

Appearances :

For the Employers : Shri D. K. Verma, Advocate.

For the Workmen : Shri D. Mukherjee, Advocate.

State : Jharkhand. Industry : Coal.

Dated, the 8th September, 2010

AWARD

By Order No. L-20012/15/93-IR(Coal-I) dated 17-2-9 the Central Government in the Ministry of Labour has, exercise of the powers conferred by clause (d) of su section (1) and sub-section (2A) of Section 10 of tl Industrial Disputes Act, 1947, referred the following dispu for adjudication to this Tribunal :

"Whether the action of the management M/s. Dugda Coal Washery under Central Co Washeries Organisation of M/s. BCCL superannuating Md. Israil Mechanist prematurec without medical examination is justified ? If not, what relief is the concerned workman entitled ?"

2. Written statement has been filed on behalf of the concerned workman stating that the concerned workman had been working as permanent Mechanist at Dugda Coal Washery since 5-5-67 with unblemished record of service. Dugda Coal Washery is an unit of M/s. B.C.C. Ltd., The provision of Certified Standing Order of M/s. B.C.C.L. is applicable to all the employees of Dugda Coal Washery. The management illegally and arbitrarily recorded the age of the concerned. The date of birth of the concerned workman was 15-1-1938. The concerned workman had lost his vision of both the eyes, received injury in his left ankle joint and he also received injury while working in the plant in his right hand resulting in the fracture in his right hand during the course of his employment. The concerned workman represented to the management to refer him to Medical Board for determination of his age and medical fitness. The compeny's medical board had advised him for his treatment at C.M.R.I., Calcutta. But due to physical inability he could not visit C.M.R.I., Calcutta and he approached the Central Hospital, Dhanbad for his treatment. However no improvement could be noticed in his vision or in his physical condition even after taking treatment at Central Hospital, Dhanbad. Thereafter the management referred him to Apex Medical Board. The concerned workman appeared before the Medical Board which was held twice during the aforesaid period but he was not examined by Apex Medical Board. Instead of assessing the age of the concerned workman through Apex Medical Board the management issued a notice of superannuation by superannuating him w.e.f. 31-1-92. His age was for less than 58 years as on 31-1-92. He was superannuated allegedly at the age of 58 years instead of 60 years. Seeing no other alternative the union on behalf of the concerned workman raised an industrial dispute before the A.L.C. (C), Dhanbad, which ended in failure and thereafter the dispute has been referred to this Tribunal by the Govt. of India, Ministry of Labour for adjudication.

The action of the management of Dugda Coal Washery in superannuating Md. Israil prematurely without medical examination was not justified.

It has been prayed this Tribunal to pass the award in favour of the workman by directing the management to reinstate the concerned workman and to allow him to work upto the age of 60 years and to got his age determined by Apex Medical Board and to pay his wages for the forced idle period.

3. Written statement has been filed by the management stating that the concerned workman was appointed as workman of Dugda Coal Washery on 5-5-1967 and be submitted his attestation form declaring his date of birth as 5-1-1934 duly signed by him. Concerned workman submitted School Leaving Certificate issued by Chhatabad L.P. School, Katras in proof of his date of birth as 1-5-1934. As per the service conditions applicable to the employees of Dugda Coal Washery who are covered under CIL terms and conditions of service, their superannuation age is 58 years and Md. Israil is one of them. These employees of Dugda Coal Washery who are covered under NCWA terms and conditions, the age of superannuation is 60 years. The union has not raised any demand for raising the age of superannuation from 58 years to 60 years and has indirectly asserted that the concerned workman was prematurely retired without medical examination. It has been submitted that the concerned workman had submitted a school leaving certificate issued by Chhatabad L.P. School Katras in proof of his age at the time of joining his duty in which his date of birth has been recorded as 5-1-1934 and as his superannuation age is 58 years as per his terms and conditions of service, he has been superannuated w.e.f. 31-1-1992. It has been submitted that for superannuation of a workman, medical examination is not required. In the absence of any dispute regarding the date of birth or age of a workman, the question assessment of age by a Medical Board is not required. A workman is entitled to continue in service on the basis of recorded date of birth in his service records without any interference from any source, unless it is alleged that be made any false declaration regarding his age or date of birth and he is proceeded with any disciplinary proceedings on account of false declaration of his age or date of birth. It has been submitted that in vast organisation of M/s. BCCL there are several categories of employees/workmen who are governed by different conditions of service. It is submitted that the employees who were previously under the management of Steel Authority of India Ltd. are governed by the pay scale and service conditions of Steel Authority of India Ltd. and they are superannuated after completion of 58 years of age. Therefore, the concerned workman is bound to be superannuated after completion of 58 years of age and he has no right to challenge his superannuation describing the same as premature superannuation on assertion that he should be superannuated after completion of 60 years of age.

It has been prayed that the Hon'ble Tribunal be pleased to pass the award holding that the action of the management in superannuating the concerned workman with effect from 31-1-1992 is legal, bonafide and justified and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman, Md. Israil, examined himself as WW-1 who has proved Ext. W-1 and 'X' for identification and the workman has produced WW-2, Saluddin who has proved Ext. W-2.

The management has produced MW-1, Sidheshwar Prasad and MW-2, Akela Laxminarain Sharma who has proved documents as Ext. M-1 to M-6.

6. It has been argued on behalf of the concerned workman that he was serving previously in Steel Authority of India and though the retirement age was 60 years, the management has retired him prematurely, by showing wrong date of birth as 5-1-1934, at the age of 58 years. But his age was less than 58 years as on 31-1-1952.

7. In this respect management's counsel argued that the concerned workman joined at SAIL service on which date his date of birth has been recorded as 5-1-1934 and he has been superannuated at the age of 58 years w.e.f. 31-1-1992 as per his terms and conditions of service. In this respect WW-1, the concerned workman stated in his cross-examination that till his retirement he got salary as per rules of SAIL. It shows that he had taken service condition of SAIL and as rules of SAIL the retirement age is 58 years. He has also stated that he retired as per rules of SAIL at the age of 50 years. Another witness produced by the concerned workman, WW-2, Salauddin, who has stated in cross-examination that I have got no letter to show; for retirement age of 60 years. I have no knowledge of the retiring age of SAIL and as a matter of fact the retirement age of employees of SAIL is only 58 years. Management's witness, MW1 Stated that the concerned workman's date of birth is 5-1-1934. Another witness of the management MW-2 stated in cross-examination that I cannot say the contents of Ext.M-3. This Ext.M-3 has been mentioned his declaration form Ext. M-5 given by the workman. The concerned workman also stated in his cross-examination that I was retired as per rules of SAIL at the age of 58 years. Workman has given his date of birth in his application. He is a literate person. In his application Nomination Form he has mentioned his date of birth 1-1-1934 which has been signed by him. A copy of judgement has also been filed regarding T.S. No. 36/1995 regarding correction of the date of the plaintiff before the Court of the Munsif Bermo at Tenughat, Bokaro, in which the correction of age of the plaintiff has been dismissed. The report of medical examination, Ext. W-2 (earlier marked 'y' for identification) in which the date of birth has been mentioned as 15-1-1938, but it has got no relevancy because the concerned workman is literate person and his recorded date of birth is 5-1-1934. It cannot be given any benefit to him which was issued on 20-4-1991 because this does not bear assessment of age of the concerned workman by Medical Board.

Ruling has been referred (1983) I Superme Court cases 436 in which Hon'ble Superme Court laid down "Labour and Services—Interpretation—Social justice—In industrial jurisprudence dispute should be determined liberally in the context of social justice—So what is 'legal' may yet not be 'justified'—Tribunal may see if the action is not only 'legal' but also justified".

In the above acts no Doctor has been examined on behalf of the workman that his date of birth is not 5-1-34.

8. In view of the facts and circumstances stated above, I hold that the action of the management of M/s. Durga Coal under Control Coal Washeries Organisation of M/s. BCCL in superannuating Md. Israil, Mechanist, is justified. Hence the concerned workman is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2703.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1, धनबाद के पंचाट (संदर्भ संख्या 82/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-10 को प्राप्त हुआ था ।

[सं. एल-20012/309/89-आईआर(सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2703.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/90) of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-20012/309/1989-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I. D. Act.

Reference No. 82 of 1990.

Parties : Employers in relation to the management of Block-II Area of M/s. BCCL.

And

Their Workmen

Present : Shri H. M. Singh, Presiding Officer

Appearances :

For the Employers : Shri B. N. Prasad, Advocate.

For the Workmen : Shri R. N. Ganguly Advocate.

State : Jharkhand. Industry : Coal.

Dated, the 7th September, 2010

AWARD

By Order No. L-20012/309/89-IR(Coal-I) dated 18-4-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Block-II Area of M/s. Bharat Coking Coal Ltd. in terminating

the services of the workmen Shri Maheshwar Prasad and Shri Raj Kishore Singh, Shovel Operators (Trainee) w.e.f. 2-7-88 is justified ? If not, to what relief the said workmen are entitled ?"

2. Written statement has been filed on behalf of the concerned workman stating that they were appointed as Shovel Operators (Trainee) w.e.f. 13/17-5-88 and posted at Block-II O.C.P. under Block-II Area of M/s. BCCL. They were stopped from work w.e.f. 2-7-88 on the ground that their experience certificates were found to be fake after proper verification. The workmen raised the dispute before the management on 20-11-88 challenging that the certificates of the workmen were genuine. Management did not give any reply. That led to conciliation. In the conciliation they could not establish the certificates were not genuine. In the meantime the management constituted a Joint Comittee, which advised the management to get the certificates verified. It took long time for the management and in the case of Raj Kishore Singh the issuing authority gave in writing that he allowed the workman to take training and certificates issued by him is genuine, and in the case of Maheshwar Prasad the management could not establish that the certificate was fake. On the recommendation of Joint Committee the then Director (Personnel) gave the green signal that the workman should be allowed to resume duty without back wages. It took several years by the management before the Joint Committee to put full facts. He has not implemented the Joint Committee report duly approved by the than Director (p). It has been stated that the stoppage of work without giving the opportunity to the workmen is arbitrary, illegal and unjustified.

It has been prayed before this Tribunal to please pass an award in favour of the concerned workmen with full wages for the period of forced idleness.

3. Written statement has been filed by the management stating that the concerned workman was given appointment on 18-4-88 on probation for a period of 6 months with the stipulation that their services would be terminated during that period if the educational and experience certificates given by them would be found to be not genuine. The experience certificates submitted by them were verified by the officers of the management on the basis of spot enquiry and it was found that the experience certificates were not genuine and the concerned workmen managed to procure those false certificates for the purpose of entering into the employment of the company as Shovel Operator (Trainees). Therefore, as per the terms of their employment, their services were terminated w.e.f. 2-7-88 within the period of probation. It has been submitted that the concerned workman. Raj Kishore Singh had submitted a certificate that he had worked in Orissa Construction Corporation Ltd. at Balimola Dyke works during the period of 5 years from 14-4-77 to 16-5-82. The aforesaid certificate was found to be incorrect and, as per the terms of employment, his service was duly terminated during the period of his probation. The concerned workman, Maheshwar Prasad submitted an experience certificate to the effect that he had worked at Chasnalla Project under M/s. Continental Construction Private Ltd. On examination of the particulars, it was observed that the experience certificate submitted by him was not genuine and he had produced the aforesaid certificate by exorting certain influence on the Workshop Manager and got a false certificate that he had worked as Shovel Operator from 8-1-79 to 25-3-86. It has been submitted that the management cannot permit the workmen to be confirmed when at the very beginning it was observed that they had procured false certificates of experience to enter into the services of the company and their performance was not upto the mark.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the action of the management in terminating the services of the concerned workmen while they were working as trainees and were on probation, is legal and justified and according the concerned workmen are not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1, B.S. Sribas, who has proved documents Exts. M-1 to M-5. The concerned workman neither produced any witness nor filed any document.

6. None of the parties argued the case. I perused the record. Both the concerned workman were appointed for six months probation as per appointment letters, Exts. M-1 and M-2. The certificates issued to the concerned workmen were examined by the department and on verification it was found that they are not genuine. Accordingly, they were terminated w.e.f. 2-7-1988 as per Ext. M-3 and M-4. The concerned workmen have not filed any document to show that they are genuine persons. They were given appointment as Shoval Operator (Trainee) for a period of 6 months with the stipulation that their services would be terminated during that period it the educational and experience certificates given by them would be found to be not geneuine.

Under the facts and circumstances stated above, the action of the management in terminating the services of the workmen cannot be said to be not just and proper.

7. Accordingly, I render the following award

The action of the management of Block-II Area of M/s. Bharat Coking Coal Ltd. In terminating the services of the workmen, Maheshwar Prasad and Raj Kishore Singh, Shovel Operators (Trainee) w.e.f. 2-7-88 is justified and the concerned workmen are not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2704.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स नार्थ वेस्ट एयरलाइन्स एण्ड आई.जी.आई. एयरपोर्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 67/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-10 को प्राप्त हुआ था ।

[सं. एल-11012/11/2005-आईआर (सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2704.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2007) of the Central Government Industrial Tribunal-Cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. Northwest Airlines, K. L. M. Royal Dutch Adams and I.G.I. Airport and their workman, which was received by the Central Government on 30-09-2010.

[No. L-11012/11/2005-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 67/2007

Shri Joginder Kumar,
S/o Shri Ram Kishan,
R/o-268/A, Hauz Rani,
Malviya Nagar, Kumhar Basti,
New Delhi-17. ...Workman

Versus

The Managing Director,
Northwest Airlines,
K. L. M. Royal Dutch Adams,
I.G.I. Airport, Terminal-II,
New Delhi. ... Management

AWARD

A Loader was engaged by a contractor to provide his services to North West Airlines, K.L.M. Royal Dutch Adams, Terminal II, IGI Airport, New Delhi (hereinafter referred to as the management). He rendered his services to the contractor till 31st of December, 2002, since service contract of the said contractor with the management had come to an end. Retrenchment compensation was offered by the Contractor to the loader, who refused to accept the same. He raised an industrial dispute for reinstatement of his services with the management before Conciliation Officer, Government of NCT, Delhi. Since conciliation proceedings failed, Government of N.C.T., Delhi referred the dispute to a Labour Court. He made a statement before the Labour Court to the effect that neither he was appointed nor his services were terminated by the contractor. He projected that he does not claim any relief of reinstatement against the contractor. In view of the statement made by the loader, the Labour Court passed an award on 13-4-2005. While the adjudication before the Labour Court was pending, he raised a dispute before the Conciliation Officer (Central). Since conciliation proceedings failed,the appropriate Government declined to refer the dispute for adjudication, vide its order dated 15-6-2005. He filed a writ petition before High Court of Delhi bearing No. WP (C) 17723/2005, which was disposed of on 22nd May, 2007, commanding the appropriate Government to refer the dispute for adjudication. In pursuance of the missives so given, the appropriate Government referred the dispute for adjudication to this Tribunal, vide order No. L-11012/11/2005-IR (C-1), New Delhi dated 12-9-2007, with following terms :—

> "Whether the action of the management of Northwest Airlines, KLM Royal Dutch Airlines/M/s. Delhi Airport Services (P) Ltd., New Delhi in dismissing the services of Shri Joginder Kumar, Loader, w.e.f. 31-12-2002 is justified and legal ? If not, to what relief is he concerned workman entitled?"

2. Claim statement was filed by Shri Joginder Kumar detailing therein that he was employed as loader w.e.f. February, 1998, with the management through the contractor, namely, Delhi Airport Services (P) Ltd. (hereinafter referred to as the Contractor). The contractor was having no licence for supply of contract labour. He was employed as a labour with the management. Though he was a permanent employee of the management, yet his services were terminated illegally w.e.f. 31-12-02 by the contractor, without assigning any valid reason. The contractor had no authority to terminate his services, since he was not his employee. After his illegal termination, he served a legal notice on the contractor as well as the management. He enlists documents which are in his possession and projects that he was an employee of the management. The management indulged in unfair labour practice and issued his salary cheques from the account of the contractor. Since he has acquired a status of permanent employee of the management, his removal from service by the contractor is illegal. Termination of his services is violative of the provisions of Section 25-F of the Industrial Disputes Act, 1947 (in short the Act). Provisions of section 25-G and 25-H of the Act and rules 76 and 77 of the Industrial

Disputes (Central) Rules 1957 were also violated. He is unemployed since the date of termination of his services. He seeks reinstatement in service of the management with continuity and full backwages.

3. Contest was given to his claim by the management pleading that there was no privity of contract between the claimant and the management. The contractor appeared before the Conciliation Officer and projected that the claimant was its employee, which led appropriate Government to reject his claim. Since the claimant projects in his claim statement that his services were terminated by the contractor, he cannot claim relief against the management. The management projects that the claimant was an employee of the contractor, which fact has been projected by him in his claim statement. His services were terminated by the contractor, as per his own admission. He admits that his salary was being paid by the contractor, asserts the management. Under these circumstances, it does not lie in the mouth of the claimant to seek relief of reinstatement against the management. His claim statement is liable to be dismissed.

4. On pleadings of parties, following issues were settled :

1. Whether there was employer employee relationship between the parties?

2. As in terms of reference.

3. Relief.

5. Claimant had tendered his affidavit EX.WW1/A in support of his claim. He was cross examined at length on behalf of the management. Shri Ignatious Furtado (MW1) and Col. Harbans Singh (MW2) tendered their affidavits as evidence on behalf of the management. They were cross examined at length on behalf of the claimant. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri Dinesh K.Bhardwaj, authorised representative, advanced agruments on behalf of the claimant. Shri O. P. Tiwari, authorised representative raised his submissions on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and catiously perused the record. My findings on issues involved in the controversy are as follows :

7. In his affidavit EX.WW1/A Shri Joginder Kumar swears that in February, 1998, he was employed as a loader by the management through the contractor, who did not possess any licence for supply of contract labour. He further details therein that though he was a permanent employee of the management, yet his services were terminated illegally w.e.f. 31-12-02 by the contractor, without assigning any reason. In subsequent sections of his affidavit Ex.WW1/A, it has been detailed that the claimant was never an employee of the contractor and the management as well as contractor were hand in glove and indulged in unfair labour practice. To project that the management and the contractor indulged in unfair labour practice, the claimant placed reliance on documents EX.WW1/5 to EX.WW1/43. During the course of his cross examination, he concedes that cheque towards his wages were issued by the contractor. He further concedes that his name appears at Sl. No. 70 of EX.WW1/M 3. He also concedes that his signatures appears at point 'A' on EX. WW1/M 2. It is not disputed by him that claim statement EX.WW1/M-4 was filed by him before the Conciliation Officer, Government of N.C.T., Delhi.

8. When facts unfolded by the claimant were closely perused, it came to light that he projects that his services were engaged by the management through the contractor in February,1998. However, during the course of cross examination, he asserts that he worked with the management from May, 98 till 31st of December, 98. As per facts unfolded by the claimant, he was engaged by the management through the contractor. In his claim statement, filed before the Conciliation Officer Government of N.C.T., Delhi, which has been exhibited as EX.WW1/M4, the claimant details that the management was the principle employer while Delhi Airport Services Pvt. Ltd. was the contractor, through whom he was employed by the management. He makes candid admission in the said statement to the effect that no appointment letter was issued to him by the management. He admits therein that his salary was being paid to him by the contractor. Therefore, these facts go to conclude that the claimant could not come out of cob-web of phraseology of contractor and principal employer and claimed that the Delhi Airport Services Pvt. Ltd. was the contractor, who engaged him for rendenng contract job with the management. He describes the management as his principal employer, within the meaning of the Contract Labour (Regulation & Abolition) Act, 1970 (in short the Contract Labour Act), asserting that the contractor has no license to supply contract labour. Therefore it is crystal clear that the claimant does not dispel the facts that he was engaged by the contractor to perform contract job with the management.

9. Various documents ate relied by the claimant to establish relationship of employer and employee between him and the management. It becomes expedient to ascertain as to whether direct relationship of employer and employee between the management and the claimant was ever established. For as-certainment of that fact, the documents relied by the claimant are being appreciated. EX.WW1/5, EX.WW1/8 and EX.WW1/9, are letters written by Ekta Walia and John James to Manager, International Cargo, IGI Airport Terminal I, New Delhi, requesting him to allow the claimant to collect baggage on behalf of the management. Whether these documents give on inference that the claimant was an employee of the management? Answer lies in negative. As per contents of these

documents, claimant was sent to collect baggage of passengers on behalf of the management. Authority given to claimant to collect baggage on behalf of the management would not go to establish a relationship of employer and employee between the management and the claimant. No such remotest inference can be drawn out of the documents, referred above.

10. Ex.WW1/7 is an appreciation letter written to the claimant by K.B.F. Steller, office manager. Shri Steller details that in recognition of claimant and his team's efforts to deliver excellent service to the passengers of the management with smile, as on the attached photographs and happy customers, he commends his exceptional efforts to make the management's work effective in practice. This document nowhere project that it was written by an employer to his employee. Appreciation contained in the letter, referred above, simply lauds personal efforts of the claimant and his team members. Best results delivered by the claimant and his team got recognition. This recognition no where give an inference that the author of the letter is communicating with his subordinate. Appreciation contained there in was with a view to pet the back. Except this aspect, no other emotion is expressed in the letter. Hence it is concluded that the letter under reference is a courteous communication, addressed to a person who delivers results to customers of the management. Contents of this communication are not going to give an inference that there existed employer and employee relationship between the parties.

11. Ex. WW1/10, Ex.WW1/22 to Ex.WW1/42 are the documents showing roaster of loaders and attendance cards of the claimant. Roaster Ex.WW1/10 does not bear any authentication. It was not proved by the claimant that Ex. WW1/10 was issued by the management. Therefore, this document would not go to establish that the claimant was an employee of the management.Ex.WW1/22 to Ex.WW1/42 are attendance cards of the claimant. On some of the cards the claimant had written name of the management by his own hands. These cards were disowned by the management. No whisper of evidence was adduced to show that these cards were issued by the management. It appears that these cards were issued by the contractor with a view to ensure attendance of the claimant on his job.

12. Ex.WW1/43 is a group photograph wherein claimant, other loaders, Hardeep and Harvinder Singh are depicted. On the strength of this document claimant wants to project that relationship of employer and employee exists between him and the management. I am afraid that this document gives such an inference. This group photograph is like one taken in an institute where various trainees are imparted training. If teacher/head of the institution gets himself photographed with the trainees that would not give an inference that those trainees were employees of the institution. In the same fashion, it seems that the aforesaid officers of the management posed for group photograph. alongwith loaders working with the management. This group photograph would not give any inference to the effect that the claimant was an employee of the management.

13. Ex.WW1/11 to Ex.WW1/21 are photo copies of gate passes issued in favour of the claimant from time to time. These gate passes were issued by Bureau of Civil Aviation to the claimant to perform job contract with the management, in the capacity of an employee of the contractor. A few of the gate passes were issued in favour of the claimant as an employee of M/s. Executive Placement Service, the other contractor. It is not a case of the claimant that the contractors changed and he continued to work as loader with the management. His case has been that he was engaged by the contractor to work as loader with the management. Therefore, these gate passes nowhere go to espouse the claim projected by the claimant.

14. Shri Ignatious Furtado swears in his affidavit Ex. MW1/A that the claimant was never employed by the management, at any point of time. In fact he was in employment of the contractor, who appointed him and took work from him.Claimant was paid his wages by the contractor. As an employee of the contractor, his insurance number was 52558256. P.F.Account number of the claimant was DL-05902/276. He projects that initially claimant was engaged by M/s. Executive Placement Services and at that time his Provident Fund Account number was DL-16796 175. Later on his P.F account was transferred on 1-4-99 from DL-16796/175 to DL-5902/276, at his own request. Facts projected by Shri Furtado get support from events unfolded by Col. Harbans Sehgal, who swears in his affidavit Ex.MW2/A that claimant was earlier working with M/s. Executive Placement Service. He joined services of the Delhi Airport Services Pvt. Ltd. on 1-4-99. He served them upto 31-12-02. Col. Sehgal projects -that wages of the claimant were paid, after deductions towards P.F. and E.S.I. contributions. Therefore, out of facts projected by Shri Furtado and Col. Sehgal it emerge that the claimant was an employee of the contractor and not of the management.

15. Whether factum of non obtaining licence for supply of manpower would result into proposition that the claimant becomes an employ of the management? Answer lies in negative. Admittedly neither principal employer was registered nor the contractor had obtained any license under the provisions of the Contract Labour Act. What consequences would ensue, in case those provisions are not complied with by the principal employer as well as the contractor. The Apex Court was contronted with such a propositon in Dina Nath and others (1992 Lab. I. C. 75), where it was ruled that the only consequences of non compliance of the provisions of section 7 of the Contract Labour Act by the principal employer or

provisions of section 12 by the contractor is that they are liable for prosecution under the Act. But the employees employed through the contractor cannot be deemed to be the employees of the principal employer.Contract Labour Act does not provide for total abolition of the contract labour but provides for abolition by the appropriate Government in appropriate cases under section 10 of the said Act. The question of abolition of employment of contract labour in any process, operation or in any other work is a matter for the decision of the Government and not of the Courts. It was mandated therein that the Court would not issue a mendamus under Article 226 of the Constitution for deeming the contract labour as having become an employee of the principal employer merely because he or the contractor had violated the provisions of the said Act. In view of the law laid above, it is evident that mere non compliance of the provisions of section 7 of 12 of the Contract Labour Act by the principal employer or the contractor respectively, it cannot be said that the claimant became an employee of the principal employer.

16. Under what circumstances a contract labour can be declared to be an employee of the principal employer was a proposition before the Apex Court in Steel Authority of India Ltd. [2001 (7) S.C.C. 1]. Catena of decisions were considered by the Apex Court and it was laid therein that the contract labours fall in three classes viz. (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under section 10 (1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment can be ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case contract labour working in the establishment of the principal employer would be held, and in fact and reality to be the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declare the correct position and as a fact at the stage after the employment, employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed services of the contractor, in which situations the courts have held that the contract labour would indeed be employees of the principal employer. The Court ruled that neither section 10 of the Contract Labour Act nor any other provision in that, Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuance of a notification by the appropriate Government under sub section (1) of section 10 of the Act, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in Saraspur Mills case [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Co-operative Society for the appellant were the employees of the appellant mills. In Basti Sugar Mills (AIR 1964 S.C. 355) a canteen was run in the factory by the Co-operative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in Hussain Bhai (1978 Lab. I. C. 1264),was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under section 10 of the Contract Labour Act, prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or a mere ruse/camouflage to evade compliance of various beneficial legislation, so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer, who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by the industrial adjudicator for that purpose.

17. It is not the case of the claimant that the appropriate Government had prohibited employment of contract labour in the establishment of the management for job of loader, by issuance of a notification under sub section (1) of section 10 of the Contract Labour Act. He tried to assert that he was engaged by the management through the contractor. Out of facts shown by the claimant, it came to light that he harps that the contractor was interposed by the management, while in fact he worked under direct control of the latter. This proposition of fact was discarded by him, when he took a stand before the Labour Court, Govt. of NCT, Delhi, to the effect that neither he was appointed by the contractor nor the contractor terminated his services. Thus the claimant took a somersault and asserted that he was engaged directly by the management. Issue of contract being sham and nominal, rather a camouflage, was denounced by the claimant himself. Hence no option was left with this Tribunal to consider as to whether contract between the management and the contractor was sham, nominal and camouflage and to declare the claimant to be an employee of the management. Dwindling stand of the claimant left him neither here nor there, since he could not establish

relationship of employer and employee between himself and the management.

18. As detailed above it is evident that there was no relationship of employer and employee between the claimant and the management. The claimant has not been able to establish that at any subsequent stage the management has established direct relationship of employer and employee with him. No evidence at all has been brought over the record to record a finding in favour of the claimant. Issue is, therefore, answered against the claimant and in favour of the management.

Issue No. 2

19. Claimant projects that his services were dispensed with by the contractor. Col. Sehgal swears in his affidavit Ex. MW2/A that the claimant started absenting himself from his duties after 31-12-2002. Letters were sent to him and a public notice was given in Dainik Jagran, New Delhi, on 25-8-2004. Ultimately a cheque of his admitted duties was sent to his address by registered post on 19-12-2003. These facts were not disputed by the claimant when testimony of Col. Sehgal was purified by an ordeal of cross-examination. Therefore, it is emerging over the record that the claimant's services were done away on 31st of December, 2002, by the contractor, his employer.

20. In relation to any industrial dispute concerning an industrial undertaking or establishment enumerated in clause (a) (i) of Section 2 of the Act, the Central Government is the appropriate Government. For the sake of convenience provisions of clause (a) (i) of Section 2 of the Act are extracted thus :

"(a) appropriate Government" means

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under Section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under Section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or the Board of Trustees constituted under Section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under Section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under Section 5A and Section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or the Deposit Insurance and Credit Guarantee Corporation established under Section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation established under Section 3 of the Warehousing Corporations Act, 1962 (58 of 1962) or the Unit Trust of India established under Section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under Section 3, or a Board of Management established for two or more contiguous States under Section 16, of the Food Corporations Act, 1964 (37 of 1964), or the Airports Authority of India constituted under Section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Bank of India Limited, the National Housing Bank established under Section 3 of the National Housing Bank Act, 1987 (53 of 1987) or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, the Central Government and (ii) in relation to any other industrial dispute, the State Government."

21. Who shall be the appropriate Government for the present dispute? Answer has been provided in clause (a) (ii) of Section 2 of the Act, which contemplates that in relation to any other industrial dispute the State Government is the appropriate Government. However, this Tribunal is not oblivious of the proposition that union territory of Delhi enjoins a special status under the Constitution. Delhi is a Union Territory having some special provisions with respect to its administration. Article 239 of the Constitution speaks that every union territory shall be administered by the President acting, to such extent as he thinks fit, through an administrator to be appointed by him with such designation as he may specify. Article 239AA makes special provisions with respect to Delhi, detailing therein that the union territory of Delhi shall be called the National Capital Territory of Delhi and the administrator thereof appointed in article 239 shall be designated as the Lieutenant Governor. There shall be Legislative Assembly and provisions of article 324 to 327 and 329 shall apply in relation the Legislative Assembly of the National Capital Territory of Delhi as they apply in relation to a State. The Legislative Assembly shall have power to make laws for the whole or any part of the National Capital Territory with respect to the matters enumerated in the State List or the Concurrent List except the matters with respect to entries 1, 2 and 18 of the State List and entries 64, 65 and 66 of that list, in so for they relate to the said entries 1, 2 and 18. The Council of Ministers shall be headed by the Chief Minister to aid and advise the Lt. Governor in exercise of his functions

in relation of the matters with respect to which the Legislative Assembly has power to make laws. In case difference of opinion between Lt. Governor and his Ministers on any matter, the Lt. Governor shall refer it to the President for decision and act according to the decision given thereon by the President and pending such decision the Lt. Governor is competent to take action in urgent matters. The Chief Minister shall be appointed by the President and Ministers shall be appointed by the President on the of the advise of the Chief Minister.Therefore, it is evident that though a Legislative Assembly is there in National Capital Territory of Delhi, yet it is a union territory administered by the President though the Administrator appointed by him. In case of difference of opinion between the Administrator and the Ministers, it is the decision of the President that prevails. Consequently the State Government merges with the Centre when Lt. Governor Administer the Union Territory or in case of difference of opinion the President decides the issue.

22. State Government has been defined in clause (60) of Section 3 of the General Clauses Act, 1897, in respect of anything done or to be done after commencement of the Constitution (7th Amendment) Act, 1956 in a case of State, the Governor and in a Union Territory, the Central Government. Therefore, it is evident that for a Union Territory, no distinction has been made between the State and the Central Government. The President administers the UnionTerritory, through an Administrator appointed by him. In case of National Capital Territory of Delhi, it is being administered by the President though the Lieutenant Governor. Though there is a Legislative Assembly and Council of Ministers, yet in case of difference of opinion between the Lieutenant Governor and Council of Ministers, the decision of the President shall prevail, which fact make it clear that for the purpose of administration of the union territory, the Central and the State Government merges over certain matter.

23. High Court of Delhi was confronted with such a proposition in M. K. Jain (1981 Lab. I. C. 62) wherein it was laid as follows :

> "The award was sought to be voided, *inter alia*, on the ground that by virtue of the constitution and composition of the Corporation, Central Government was the only authority competent to make a reference of the dispute to the Industrial Court and that the reference by the Lieutenant Governor of Delhi was, therefore, in excess of powers. Even otherwise no exception could be taken to the order of reference, even if it be assumed that Central Government was the appropriate Government, in as much as the distinction between the Central and the State Government in relation to the Union Territory in our constitutional framework is rendered illusory, Union Territory is administered by the President of India under Article 239 of the Constitution of India, acting to such extent as he thinks fit. Therefore the Administrator, to be appointed by him, in the case of Union Territory, there is an amalgamation of the constitutional classification of legislative and executive powers between the Centre and the States. According to Section 3(60) of the General Clauses Act, the "Central Government" in relation to the administration of Union Territory means the Administrator acting within the scope of authority given to him under article 239 of the Constitution of India and in terms of Section 3(60) of the General Clauses Act, "State Government" as respects anything done or to be done in the Union Territory means the Central Government. In the case of Union Territory, therefore, the Central and State Governments merge and it is immaterial whether an order of reference is made by one or the other. This contention must, therefore, fail"

24. Again in Mahavir (97 [2002) DI. T 922)] the High Court was confronted with the same proposition. Relying the precedent in M. K. Jain (Supra) with profit it was ruled that reference made by the Government of NCT of Delhi was not bad despite the fact that appropriate Government was the Central Government. Difference of State Government and Central Government goes to the brink of abolition when State Government has been defined as the Central Government by clause (60) of section 3 of the General Clauses Act and Delhi is being administered by the President through the Administrator appointed by him. Therefore, the aforesaid precedents make it clear that a status of union territory of Delhi can be termed as Central Government in certain matters.

25. Whether the Central Government can be termed as State Government for any purpose? Article 53 of the Constitution provides that the executive power of the Union shall vest in the President and shall be exercised by him either directly or through officers subordinate to him in accordance with the Constitution. Article 73 defines extent of executive power of the Centre, that is, on matters which shall be controlled and administered by the Central executive. It has been detailed therein that the executive power of the union shall extend - (a) to the matters with respect to which Parliament has power to make laws and (b) to the exercise of such rights, authority and jurisdiction as are exercisable by the Government of India by virtue of any treaty or agreement. The extent of the State's executive power is set out in Article 161 of the Constitution. Administrative relations between the union and the states is to be dealt in accordance with the provisions of Articles 256, 257, 258, 258A, 260 and 261 of the Constitution. Article 258A was added by 7th Amendment Act, 1956 to make a matching provision to clause (1) of Article 258 of the Constitution. While exercising powers contained in clause (1) of Article 258, the President is empowered to entrust union functions to a State Government or its officers. There was no provisions enabling the Governor of a State to entrust state functions to the Central

Government or its officers. That lacuna was found to be of practicable difficulty and provisions of Article 258A were inserted in the Constitution. Thus it is evident that arena of union executive powers and the state executive powers are well defined.

26. Clause (8) of Section 3 of the General Clauses Act defines the Central Government in relation to administration of Union Territory, "the Administrator thereof acting within the scope of authority given to him under Article 239 of the Constitution". Therefore, it is evident that Administrator of Government of N.C.T. Delhi, has been defined to mean as Central Government to administer the Union Territory of Delhi. Hence for the limited purposes, provided in the Constitution, executive functions of the Central Government can be entrusted to Government of a State or its Officers. The Central Government would not be termed as the State Government, when those functions are being executed by the State Government or its officers. So executive power of the Union can be exercised certain matters by the State Government or its officers but in that situation to the Central Government would not be termed as the State Government. The special provisions referred above would not make the reference, made by the Central Government as the reference made by Government of N.C.T. of Delhi.

27. There is other facet of the coin. This Tribunal was constituted vide notification No. A-11020/33/75-CLT dated 30-9-76. It was provided in the notification that the Tribunal has been constituted under the powers provided in sub-section (1) of sub-section (2) of Section 7-A of the Act, with its head quarter at New Delhi. Another notification was issued on that very date empowering the Tribunal to adjudicate applications moved in sub-section (2) of Section 33-C of the Act, in relation to the workman employed in any 'industry' in the Union Territory of Delhi, in respect of which the Central Government is the appropriate Government. Therefore, the Tribunal has been empowered to adjudicate industrial disputes, in respect of which Central Government is the appropriate Government. As pointed out above, the appropriate Government in this case is the State Government. Under these circumstances this Tribunal cannot entertain the present dispute for adjudication, in respect of which appropriate Government is the State Government.

28. Since this Tribunal cannot invoke its jurisdiction to adjudicate the reference, hence the Tribunal refrains its hands from entering into the merits of the matter. The Central Government was not competent to make a reference of this dispute to this Tribunal. The parties should seek redressal at the appropriate forum. Issue is answered accordingly.

Relief

29. In view of the adjudication on issue No. 1 and 2 claimant is not entitled to any relief. His claim is liable to be rejected, hence it is rejected. An award is accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 31-8-2010

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2705.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स नोर्थ वेस्ट एयरलाइन्स और आई.जी.आई. एयरपोर्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 66/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-09-10 को प्राप्त हुआ था ।

[सं. एल-11012/12/2005 आईआर (सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2705.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/2007) of the Central Government Industrial Tribunal-Cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. North West Airlines, K. L. M Royal Dutch Adams and I.G.I. Airport and their workmen, which was received by the Central Government on 30-09-2010.

[No. L-11012/12/2005-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 1) KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 66/2007

Shri Mukesh Kumar
S/o Shri Veer Singh,
R/o-House No. 34,
Shorabh Kher,
Hari Nagar Extension,
New Delhi ...Workman

Versus

The Managing Director,
Northwest Airlines,
K. L. M. Royal Dutch Adams,
I.G.I. Airport, Terminal-II,
New Delhi ...Management

AWARD

A Loader was engaged by a contractor to provide his services to North West Airlines, K.L.M. Royal Dutch Adams, Terminal II, IGI Airport, New Delhi (hereinafter referred to as the management). He rendered his services to the contractor till 31st of December, 2002, since service contract of the said contractor with the management had come to an end. Retrenchment compensation was offered by the Contractor to the loader, who refused to accept the same. He raised an industrial dispute for reinstatement of his services with the management before Conciliation Officer, Government of NCT, Delhi. Since conciliation proceedings failed, Government of N.C.T., Delhi referred the dispute to a Labour Court. He made a statement before the Labour Court to the effect that neither he was appointed nor his services were terminated by the contractor. He projected that he does not claim any relief of reinstatement against the contractor. In view of the statement made by the loader, the Labour Court passed an award on 13-4-2005. While the adjudication before the Labour Court was pending, he raised a dispute before the Conciliation Officer (Central). Since conciliation proceedings failed, the appropriate Government declined to refer the dispute for adjudication, vide its order dated 15-6-2005. He filed a writ petition before High Court of Delhi bearing No. WP (C) 17728/2005, which was disposed of on 22nd May, 2007, commanding the appropriate Government to refer the dispute for adjudication. In pursuance of the missives so given, the appropriate Government referred the dispute for adjudication to this Tribunal, vide order No. L-11012/12/2005-IR (C-1), New Delhi dated 12-9-2007, with following terms :—

> "Whether the action of the management of Northwest Airlines, KLM Royal Dutch Airlines/ M/s. Delhi Airport Services (P) Ltd., New Delhi in dismissing the services of Shri Mukesh Kumar, Loader, w.e.f. 31-12-2002 is justified and legal ? If not, to what relief is the concerned workman entitled?"

2. Claim statement was filed by Shri Mukesh Kumar detailing therein that he was employed as loader w.e.f. 1st January, 2000, with the management through the contractor, namely Delhi Airport Services (P) Ltd. (hereinafter referred to as the Contractor). The contractor was having no licence for supply of contract labour. He was employed as a labour with the management. Though he was a permanent employee of the management, yet his services were terminated illgally w.e.f. 31-12-02 by the contractor, without assigning any valid reason. The contractor had no authority to terminate his services, since he was not his employee. After his illegal termination, he served a legal notice on the contractor as well as the management. He enlists documents which are in his possession and projects that he was an employee of the management. The management indulged in unfair labour practice and issued his salary cheques from the account of the contractor. Since he has acquired a status of permanent employee of the management, his removal from service by the contractor is illegal. Termination of his services is violative of the provisions of Section 25-F of the Industrial Disputes Act, 1947 (in short the Act). Provisions of Section 25-G and 25-H of the Act and rules 76 and 77 of the Industrial Disputes (Central) Rules, 1957 were also violated. He is unemployed since the date of termination of his services. He seeks reinstatement in service of the management with continuity and full backwages.

3. Contest was given to his claim by the management pleading that there was no privity of contract between the claimant and the management. The contractor appeared before the Conciliation Officer and projected that the claimant was its employee, which led appropriate Government to reject his claim. Since the claimant projects in his claim statement that his services were terminated by the contractor, he cannot claim relief against the management. The management projects that the claimant was an employee of the contractor, which fact has been projected by him in his claim statement. His services were terminated by the contractor, as per his own admission. He admits that his salary was being paid by the contractor, asserts the management. Under these circumstances, it does not lie in the mouth of the claimant to seek relief of reinstatement against the management. His claim statement is liable to be dismissed.

4. On pleadings of parties, following issues were settled :

1. Whether there was employer employee relationship between the parties?

2. As in terms of reference.

3. Relief.

5. Claimant had tendered his affidavit Ex.WW1/A in support of his claim. He was cross examined at length on behalf of the management. Shri Ignatious Furtado (MW1) and Col. Harbans Singh (MW2) tendered their affidavits as evidence on behalf of the management. They were cross examined at length on behalf of the claimant. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri Dinesh K. Bhardwaj, authorised representative, advanced arguments on behalf of the claimant. Shri O. P. Tiwari, authorised representative raised his submissions on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

7. In his affidavit Ex.WW1/A Shri Mukesh Kumar swears that on 1st January, 2000, he was employed as a

loader by the management through the contractor, who did not possess any licence for supply of contract labour. He further details therein that though he was a permanent employee, of the management, yet his services were terminated illegally w.e.f. 31-12-02 by the contractor, without assigning any reason. In subsequent sections of his affidavit Ex.WW1/A, it has been detailed that the claimant was never an employee of the contractor and the management as well as contractor were hand in glove and indulged in unfair labour practice. To project that the management and the contractor indulged in unfair labour practice, the claimant placed reliance on documents Ex.WW1/5 to Ex.WW1/36. During the course of his cross examination, he concedes that cheque towards his wages were issued by the contractor. He further concedes that his name appears at Sl. No. 107 of Ex. WW1/M 3. He also concedes that his signatures appears at point 'A' on Ex. WW1/M 2. It is not disputed by him that claim statement Ex.WW1/M-4 was filed by him before the Conciliation Officer, Government of N.C.T., Delhi.

8. When facts unfolded by the claimant were closely perused, it came to light that he projects that his services were engaged by the management through the contractor on 1st January, 2000. However, during the course of cross examination, he asserts that he worked with the management from January 2000 till 31st of December, 2002. As per facts unfolded by the claimant, he was engaged by the management through the contractor. In his claim statement, filed before the Conciliation Officer Government of N.C.T., Delhi, which has been exhibited as Ex.WW1/M4, the claimant details that the management was the principle employer while Delhi Airport Services Pvt. Ltd. was the contractor, through whom he was employed by the management. He makes candid admission in the said statement to the effect that no appointment letter was issued to him by the management. He admits therein that his salary was being paid to him by the contractor. Therefore, these facts go to conclude that the claimant could not come out of cob-web of phraseology of contractor and principal employer and claimed that the Delhi Airport Services Pvt. Ltd. was the contractor, who engaged him for rendering contract job with the management. He describes the management as his principal employer, within the meaning of the Contract Labour (Regulation & Abolition) Act, 1970 (in short the Contract Labour Act), asserting that the contractor has no license to supply contract labour. Therefore it is crystal clear that the claimant does not dispel the facts that he was engaged by the contractor to perform contract job with the management.

9. Various documents are relied by the claimant to establish relationship of employer and employee between him and the management. It becomes expedient to ascertain as to whether direct relationship of employer and employee between the management and the claimant was ever established. For ascertainment those facts the documents relied by the claimant are being appreciated. Ex.WW1/5, Ex.WW1/10 to Ex.WW1/11, Ex.WW1/12 to Ex.WW1/34. are the documents showing roster of loaders and attendance cards of the claimant. Roaster Ex.WW1/5, to Ex. WW1/10 do not bear any authentication. It was not proved by the claimant that Ex.WW1/5 to Ex. WW1/10 were issued by the management. Therefore, these documents would not go to est ablish that the claimant was an employee of the management. Ex. WW1/12 to Ex. WW1/34 are attendance cards of the claimant. On some of the cards the claimant had written name of the management by his own hands. These cards were disowned by the management. No whisper of evidence was adduced to show that these cards were issued by the management. It appears that these cards were issued by the contractor with a view to ensure attendance of the claimant on his job.

10. Ex.WW1/35 is a group photograph wherein claimant, other loaders, Hardeep and Harvinder Singh are depicted. On the strength of this document claimant wants to project that relationship of employer and employee exists between him and the management. I am afraid that this document gives such an inference. This group photograph is like one taken in an institute where various trainees are imparted training. If teacher head of the institution gets himself photographed with the trainees that would not give an inference that those trainees were employees of the institution. In the same fashion, it seems that the aforesaid officers of the management posed for group photograph, alongwith loaders working with the management. This group photograph would not give any inference to the effect that the claimant was an employee of the management.

11. Ex. WW1/11 and some unproved photo copies of gate passes, issued in favour of the claimant from time to time are there on the file. These gate passes were issued by Bureau of Civil Aviation to the claimant to perform job contract with the management, in the capacity of an employee of the contractor. these gate passes do not project facts, which may espouse his case to the effect that he was engaged by the management or subsequently he ceased to be an employee of the contractor on account of the fact that direct relations of employer and employee were established with him by the management. As detailed above, his case has been that he was engaged by the contractor to work as loader with the management. Therefore, these gate passes nowhere go to espouse claim projected by the claimant.

12. Shri Ignatious Furtado swears in his affidavit Ex. MW1/A that the claimant was never employed by the management, at any point of time. In fact he was in

employment of the contractor, who appointed him and took work from him. Claimant was paid hid wages by the contractor. As an employee of the cotractor, his P. F. Account number of the claimant was DL-05902/366. He projects that initially claimant was engaged by M/s Delhi Airport Service Pvt. Ltd. Facts projected by Shri Furtado get support from events unfolded by Col. Harbans Sehgal, who swears in his affidavit Ex.MW2/A that claimant was earlier working with M/s. Delhi Airport Services Pvt. Ltd. He joined services of the Delhi Airport Services Pvt. Ltd. on 8-3-2000. He served them upto 31-12-02. Col. Sehgal projects that wages of the claimant were paid, after deductions towards P.F. and E.S.I. contributions. Therefore, out of facts projected by Shri Furtado and Col. Sehgal it emerge that the claimant was an employee of the contractor and not of the management.

13. Whether factum of non obtaining licence for supply of manpower would result into proposition that the claimant becomes an employ of the management? Answer lies in negative. Admittedly neither principal employer was registered nor the contractor had obtained any license under the provisions of the Contract Labour Act. What consequences would ensue, in case those provisions are not complied with by the principal employer as well as the contractor. The Apex Court was confronted with such a propositon in Dina Nath and others (1992 Lab. I. C. 75), where it was ruled that the only consequences of non compliance of the provisions of section 7 of the Contract Labour Act by the principal employer or provisions of section 12 by the contractor is that they are liable for prosecution under the Act. But the employees employed through the contractor cannot be deemed to be the employees of the principal employer.Contract Labour Act does not provide for total abolition of the contract labour but provides for abolition by the appropriate Government in appropriate cases under section 10 of the said Act. The question of abolition of employment of contract labour in any process, operation or in any other work is a matter for the decision of the Government and not of the Courts. It was mandated therein that the Court would not issue a mendamus under Article 226 of the Constitution for deeming the contract labour as having become an employee of the principal employer merely because he or the contractor had violated the provisions of the said Act. In view of the law laid above, it is evident that mere non compliance of the provisions of section 7 of 12 of the Contract Labour Act by the principal employer or the contractor respectively, it cannot be said that the claimant became an employee of the principal employer.

14. Under what circumstances a contract labour can be declared to be an employee of the principal employer was a proposition before the Apex Court in Steel Authority of India Ltd. [2001 (7) S.C.C. 1]. Catena of decisions were considered by the Apex Court and it was laid there in that the contract labours fall in three classes viz. (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour because the appropriate Government issued notification under section 10 (1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment can be ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case contract labour working in the establishment of the principal employer would be held, and in fact and reality to be the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declare the correct position and as a fact at the stage after the employment, employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed services of the contractor, in which situations the courts have held that the contract labour would indeed be employees of the principal employer. The Court ruled that neither section 10 of the Contract Labour Act nor ay other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuance of a notification by the appropriate Government under sub section (1) of section 10 of the Act, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in Saraspur Mills case (1974 (3) SCC 66), the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In Basti Sugar Mills (AIR 1964 S.C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in Hussain Bhai (1978 Lab. I. C. 1264),was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under section 10 of the Contract Labour Act, prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regad to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or a mere ruse/camouflage to evade compliance of various beneficial legislation, so as to deprive the workers of

the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer, who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by the industrial adjudicator for that purpose.

15. It is not the case of the claimant that the appropriate Government had prohibited employment of contract labour in the establishment of the management for job of loader, by issuance of a notification under sub-section (1) of Section 10 of the Contract Labour Act. He tried to assert that he was engaged by the management through the contractor. Out of facts shown by the claimant, it came to light that he harps that the contractor was interposed by the management, while in fact he worked under direct control of the latter. This proposition of fact was discarded by him, when he took a stand before the Labour Court, Govt. of NCT, Delhi, to the effect that neither he was appointed by the contractor nor the contractor terminated his services. Thus the claimant took a somersault and asserted that he was engaged directly by the management. Issue of contract being sham and nominal, rather a camouflage, was denoun by the claimant himself. Hence no option was left with this Tribunal to consider as to whether contract between the management and the contractor was sham, nominal and camouflage and to declare the claimant to be an employee of the management. Dwindling stand of the claimant left him neither here nor there, since he could not establish relationship of employer and employee between himself and the management.

16. As detailed above it is evident that there was no relationship of employer and employee between the claimant and the management. The claimant has not been able to establish that at any subsequent stage the management has established direct relationship of employer and employee with him. No evidence at all has been brought over the record to record a finding in favour of the claimant. Issue is, therefore, answered against the claimant and in favour of the management.

Issue No. 2

17. Claimant projects that his services were dispensed with by the contractor. Col. Sehgal swears in his affidavit EX. MW2/A that the claimant started absenting himself from his duties after 31-12-02. Letters were sent to him and a public notice was given in Dainik Jagran, New Delhi, on 25-8-2004. Ultimately a cheque of his admitted duties was sent to his address by registered post on 19-12-2003. These facts were not disputed by the claimant when testimony of Col. Sehgal was purified by an ordeal of cross examination. Therefore, it is emerging over the record that the claimant's services were done away on 31st of December, 2002, by the contractor, his employer.

18. In relation to any industrial dispute concerning an industrial undertaking or establishment enumerated in clause (a) (i) of Section 2 of the Act, the Central Government is the appropriate Government. For the sake of convenience provisions of clause (a) (i) of Section 2 of the Act are extracted thus :

"(a) appropriate Government" means

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under Section 5A of the Dock Workers (Regulation of Employment) Act, 1948(9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under Section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or the Board of Trustees constituted under Section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under Section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under Section 5A and Section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or the Deposit Insurance and Credit Gurantee Corporation established under Section -3 of the Deposit Insurance Credit Guarantee Corporation Act, 1961 (47 of 1961), or the "Central Warehousing Corporation established under Section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under Section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under Section 3, or a Board of Management established for two or more contiguous States under Section 16, of the Food Corporations Act, 1964(37 of 1964), or the Airports Authority of India constituted under Section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under Section 3 of the Regional Rural Banks Act, 1976(21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction

Bank of India Limited, the National Housing Bank established under Section 3 of the National Housing Bank Act, 1987 (53 of 1987)or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, the Central Government and(ii) in relation to any other industrial dispute, the State Government;"

19. Who shall be the appropriate Government for the present dispute? Answer has been provided in clause (a) (ii) of Section 2 of the Act, which contemplates that in relation to any other industrial dispute the State Government is the appropriate Government. However, this Tribunal is not oblivious of the proposition that Union Territory of Delhi enjoins a special status under the Constitution. Delhi is a Union Territory having some special provisions with respect to its administration. Article 239 of the Constitution speaks that every Union Territory shall be administered by the President acting, to such extent as he thinks fit, through an administrator to be appointed by him with such designation as he may specify. Article 239 AA makes special provisions with respect to Delhi, detailing therein that the Union territory of Delhi shall be called the National Capital Territory of Delhi and the administrator thereof appointed in article 239 shall be designated as the Lieutenant Governor. There shall be Legislative Assembly and provisions of article 324 to 327 and 329 shall apply in relation the Legislative Assembly of the National Capital Territory of Delhi as they apply inrelation to a State. The Legislative Assembly shall have power to make laws for the whole or any part of the National Capital Territory with respect to the matters enumerated in the State List or the Concurrent List except the matters with respect to entries 1, 2 and 18 of the State List and entries 64, 65 and 66 of that list, in so for they relate to the said entries 1, 2 and 18. The Council of Ministers shall be headed by the Chief Minister to aid and advise the Lt. Governor in exercise of his functions in relation of the matters with respect to which then Legislative Assembly has power to make laws. In case difference of opinion between Lt. Governor and his ministers on any matter, the Lt. Governor shall refer it to the President for decision and act according to the decision given thereon by the President and pending such decision the Lt. Governor is competent to take action in urgent matters. The Chief Minister shall be appointed by the President and Ministers shall be appointed by the President on the advice of the Chief Minister. Therefore, it is evident that though a Legislative Assembly is there in National Capital Territory of Delhi, yet it is a Union Territory administered by the President through the Administrator appointed by him. In case of difference of opinion between the Administrator and the Ministers, it is the decision of the President that prevails. Consequently the State Government merges with the Centre when Lt. Governor Administer the union Territory or in case of difference of opinion the President decides the issue.

20. State Government has been defined in clause(60) of Section 3 of the General Clauses Act, 1897, in respect of anything done or to be done after commencement of the Constitution (7th Amendment) Act, 1956 in a case of State, the Governor and in a Union Territory, the Central Government. Therefore, it is evident that for a Union Territory, no distinction has been made between the State and the Central Government. The President administers the UnionTerritory, through an Administrator appointed by him. In case of National Capital Territory of Delhi, it is being administered by the President though the Lieutenant Governor. Though there is a Legislative Assembly and Council of Ministers, yet in case of difference of opinion between the Lieutenant Governor and Council of Ministers, the decision of the President shall prevail, which fact make it clear that for the purpose of administration of the Union Territory, the Central and the State Government merges over certain matter.

21. High Court of Delhi was confronted with such a proposition in M. K. Jain (1981 Lab. I. C. 62) wherein it was laid as follows :

"The award was sought to be voided, inter alia, on the ground that by virtue of the constitution and composition of the Corporation, Central Government was the only authority competent to make a reference of the dispute to the Industrial Court and that the reference by the Lieutenant Governor of Delhi was, therefore, in excess of powers. Even otherwise no exception could be taken to the order of reference, even if it be assumed that Central Government was the appropriate Government, in as much as the distinction between the Central and the State Government in relation to the Union Territory in our constitutional framework is rendered illusory,Union Territory is administer'ed by the President of India under Article 239 of the Constitution of India, acting to such extent as he thinks fit. Therefore the Administrator, to be appointed by him, in the case of Union Territory, there is an amalgamation of the constitutional classification of legislative and executive powers between the Centre and the States. According to Section 3(60) of the General Clauses Act, the "Central Government" in relation to the administration of Union Territory means the Administrator acting within the scope of authority given to him under article 239 of the Constitution of India and in terms of Section 3(60) of the General Clauses Act, "State Government" as respects anything done or to be done in the Union Territory means the Central Government. In the case of Union Territory,

therefore, the Central and State Governments merge and it is immaterial whether an order of reference is made by one or the other. This contention must, therefore, fail"

22. Again in Mahavir [97 (2002) DLT 922] the High Court was confronted with the same proposition. Relying the precedent in M. K. Jain (supra) with profit it was ruled that reference made by the Government of NCT of Delhi was not bad despite the fact that appropriate Government was the Central Government. Difference of State Government and Central Government goes to the brink of abolition when State Government has been defined as the Central Government by clause (60) of section 3 of the General Clauses Act and Delhi is being administered by the President through the Administrator appointed by him. Therefore, the aforesaid precedents make it clear that a status of union territory of Delhi can be termed as Central Government in certain matters.

23. Whether the Central Government can be termed as State Government for any purpose? Article 53 of the Constitution provides that the executive power of the Union shall vest in the President and shall be exercised by him either directly or through officers subordinate to him in accordance with the Constitution. Article 73 defines extent of executive power of the Centre, that is, on matters which shall be controlled and administered by the Central executive. It has been detailed therein that the executive power of the union shall extend - (a) to the matters with respect to which Parliament has power to make laws and (b) to the exercise of such rights, authority and jurisdiction as are exercisable by the Government of India by virtue of any treaty or agreement. The extent of the State's executive power is set out in Article 161 of the Constitution. Administrative relations between the union and the states is to be dealt in accordance with the provisions of Article 256, 257, 258, 258A, 260 and 261 of the Constitution. Article 258A was added by 7th Amendment Act, 1956 to make a matching provision to clause (1) of Article 258 of the Constitution. While exercising powers contained in clause (1) of Article 258, the President is empowered to entrust union functions to a State Government or its officers. There was no provisions enabling the Governor of a State to entrust state functions to the Central Government or its officers. That lacuna was found to be of practicable difficulty and provisions of Article 258A were inserted in the Constitution. Thus it is evident that arena of union executive powers and the state executive powers are well defined.

24. Clause (8) of Section 3 of the General Clauses Act defines the Central Government in relation to administration of Union Territory, "the Administrator-thereof acting within the scope of authority given to him under Article 239 of the Constitution". Therefore, it is evident that Administrator of Government of N.C.T. Delhi, has been defined to mean as Central Government to administer the Union Territory of Delhi. Hence for the limited purposes, provided in the Constitution, executive functions of the Central Government can be entrusted to Government of a State or its Officers. The Central Government would not be termed as the State Government, when those functions are being executed by the State Government or its officers. So executive power of the Union can be exercise certain matters by the State Government or its officers but in that situation too the Central Government would not be termed as the State Government. The special provisions referred above would not make the reference, made by the Central Government as the reference made by Government of N.C.T. of Delhi.

25. There is other facet of the coin. This Tribunal was constituted vide notification No. A-11020/33/75-CLT dated 30-9-76. It was provided in the notification that the Tribunal has been constituted under the powers provided in sub-section (1) of sub section (2) of Section 7-A of the Act, with its headquarter at New Delhi. Another notification was issued on that very date empowering theTribunal to adjudicate applications moved in sub-section (2) of section 33-C of the Act, in relation to the workman employed in any 'industry' in the Union Territory of Delhi, in respect of which the Central Government is the appropriate Government. Therefore, the Tribunal has been empowered to adjudicate industrial disputes, in respect of which Central Government is the appropriate Government. As pointed out above, the appropriate Government in this case is the State Government. Under these circumstances this Tribunal cannot entertain the present dispute for adjudication, in respect of which appropriate Government is the State Government.

26. Since this Tribunal cannot invoke its jurisdiction to adjudicate the reference, hence the Tribunal refrains its hands from entering into the merits of the matter. The Central Government was not competent to make a reference of this dispute to this Tribunal. The parties should seek redressal at the appropriate forum. Issue is answered accordingly.

Relief.

27. In view of the adjudication on issue No. 1 and 2 claimant is not entitled to any relief. His claim is liable to be rejected, hence it is rejected. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 31-8-2010

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2706.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़-I, के पंचाट (संदर्भ संख्या 16/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-09-2010 को प्राप्त हुआ था ।

[सं. एल-12012/167/2006-आईआर(बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2706.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 16/2007) of the Central Government Industrial Tribunal-Cum-Labour Court-I, Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of State Bank of Patiala and their workmen, which was received by the Central Government on 27-09-2010.

[No. L-12012/167/2006-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case I. D No. 16/2007

Shri Subhash Gupta,
H. No. 628, Ward No. 27,
Subhash Nagar, Rohtak Road,
Jind (Haryana). ...Applicant

Versus

The Assistant General Manager,
State Bank of Patiala, Region-II,
SCO-9-10, Sector-25,
Panipat (Haryana). ...Respondent

APPEARANCES

For the Workman : Shri Amit Sharma.

For the Management : Shri S. K. Gupta.

AWARD

Passed on : 16-9-10

The Government of India vide notification No. L-1 201 2/1 67/2006/IR(B-I), dated 05-02-2007 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Triounal :—

"Whether the action of State Bank of Patiala to procure forced resignation of the workman Shri Subhash Gupta, Special Assistant on 26-06-2005 is just and legal? If so, to what relief the workman is entitled to?"

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. The main dispute between the parties is whether the workman has voluntarily tendered his resignation dated 27-06-2005 which was accepted by the management on 07-07-2005 and communicated to the workman on 11-07-2005? The workman has stated that he has tendered the resignation from the post of Special Assistant under threat and duress. The threat and duress which the workman has mentioned was employed on him for saving his job.

There is no dispute on the issue that resignation tendered by the workman was never withdrawn.

Both of the parties were afforded the opportunity for adducing evidence. The statement of Shri Subhash Gupta was recorded on oath in the open Court, whereas, on behalf of the management, the statement of Shri Anil Sethi, Assistant Manager, State Bank of Patiala was recorded on oath in the open Court.

I have heard the parties at length and perused the entire materials on record. In his evidence the workman has stated that on 27-06-2005 he came to the branch with typed letter and handed it to the Branch Manager. The resignation letter in his own handwriting. It is only contended by the workman that he signed the letter under threat of the manager to safe his job.

The workman has also challenged the mode of accepting the resignation on 27-06-2005. Meaning thereby, the workman has challenged the acceptance of the resignation letter with retrospective operation.

The workman has filed all the relevant documents regarding the resignation and subsequent correspondence. After going through the material on record including the evidence oral and documentary, I am of the view that the workman has voluntarily tendered his resignation and there was no threat, pressure or duress on tendering the resignation. Accordingly, the workman is not entitled for any relief because once the resignation freely tendered accepted all the relations of master and servant comes to an end. I am reaching to the above conclusions on the following grounds :—

(I) It is established fact by evidence of both of the parties that workman was in the habit of availing medical leaves frequently on account of his ailment. The resignation letter also contains the cause for resignation the ailment of the workman. The proceeding of medical leaves corroborate the fact of tendering resignation of the workman.

(2) He has admitted that he came with the typed letter of resignation and signed it after understanding the contents, nature and consequences of the same. The workman is a graduate and it is supposed that he understands the nature and consequences of every act he has done. Moreover, resignation once tendered and accepted shall be considered to be a fair resignation unless not proved otherwise by the workman. The workman in very garlanding words has stated that he tendered the resignation letter under duress for making his job safe. He signed resignation letter after under standing the nature which is sufficient to prove that he was having knowledge and notice that on account of acceptance of his resignation letter he will not be entitled to continue in the job. The fact of the force and duress have been pleaded but not proved.

(3) The workmen has not made any complaint regarding the force and duress behind tendering resignation before any authority.

(4) After tendering the resignation, the workman has requested for permission to deposit one month salary so that resignation letter may be accepted with immediate effect. He has written letter to the branch that he is in financial constraints and authorized the branch manager to deduct one month wages from his post retiremental benefits. The same was done by the management. The workman has further claimed that he has wrote this letter under force and duress without any proof.

(5) The workman has accepted all the post retiremental benefits on acceptance of his resignation letter. Till receiving the retiremental benefits he has not lodged any complaint to any authority regarding force and duress, if any. Thus, the act and conduct of the workman by receiving the post retiremental benefits also proved that he has tendered the resignation voluntarily.

(6) As stated earlier, the resignation letter was never withdrawn by the workman, whereas, he was having the opportunity at least a month to do the same. He has not withdrawn the resignation letter but was continuously perusing his matter for acceptance of his resignation letter.

On the basis of the above observations, I am of the view that workman has tendered his resignation voluntarily. He has raised one more issue that his resignation was accepted with retrospective effect. The bank has rightly done so. The workman has deposited one month notice of his resignation. Thus, his resignation was bound to be accepted from the date, he tendered the same. It was the opportunity to the workman the withdraw the resignation. In spite of depositing one month wages from the date of tender till its acceptance by the management workman could have withdraw the same. This, opportunity was not availed by the workman but he was continuously perusing the matter for acceptance of resignation letter. Accordingly, there is no force in the claim of the workman. The industrial dispute and reference is accordingly answered. Let Central Government be approached for publication of the award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2707.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ त्रावणकोर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय एर्नाकुलम के पंचाट (संदर्भ संख्या 06/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-09-10 को प्राप्त हुआ था ।

[सं. एल 12012/145/2006-आईआर(बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2707.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 06/2007) delivered by Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the Management of State Bank of Travancore and their workmen, received by the Central Government on 27-09-2010.

[No. L-12012/145/2006-IR(B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Friday the 3rd day of September, 2010/12th Badrapadham, 1932)

I.D.6/2007

Union : The General Secretary,
State Bank of Travancore Employees Union, Central Office, T.K.V. Smarakom, P.B. No.157, Trivandrum

By Adv. Sri. N.K. Kurnis

Management : The Deputy General Manager, State Bank of Travancore, Zonal Office, Panampilly Nagar, Cochin

By Adv. Sri. P. Ramakrishnan.

This case coming up for hearing on 30.08.2010, this Tribunal-cum-Labour Court on 03.09.2010 passed the following :

AWARD

This is a reference under Section 10 (1)(d) of Industrial Disputes Act. The reference is :

> "Whether the action of the management of State Bank of Travancore with its headquarters at Poojapura, Trivandrum-695 002, Kerala in imposing the punishment of discharge from service with pensionary benefits and without disqualification for future employment on Shri. Varghese Samuel, Ex-Cashier (temporary) of Chennithala branch, is just, proper and justified? If not, to what relief the workman concerned is entitled to?"

2. The facts of the case in brief are as follows:

Sri. Varghese Samuel was a Cashier-cum -Clerk in State Bank of Travancore. He joined the service on 12-11-1986. While he was working in Chennithala Branch, Aleppey district as cashier in charge he was issued with a charge sheet dated 19-07-2003. The allegations are that he had failed to complete and close cash balance book of 02-04-2003, that he was not in the habit of signing cash paid vouchers, that there was a shortage of Rs.10,000 out of the closing balance of 02-04-2003, that he had not accounted an amount of Rs.30,155 remitted by KSEB, that he had misappropriated a sum of Rs.10,395 and that there was an excess cash of Rs.19,790 on 03-04-2003. A domestic enquiry was conducted, he was found guilty and was discharged from service.

3, According to the union which has espoused the cause of workman the enquiry was conducted in violation of the principles of natural justice. There is no evidence to find the workman guilty. The punishment was imposed in a mechanical manner. The punishment is shockingly disproportionate to the charges. The clean past record of the workman was not considered by the management while imposing the punishment. The workman is the sole bread winner of his family. He has no other source of income other than employment in the bank. The enquiry is liable to be set aside and the workman is entitled to be reinstated with all benefits and back wages.

4. According to the management the enquiry was conducted in full compliance with the principles of natural justice. Ample opportunity was given to the workman to defend the charges. The Enquiry Officer found the workman guilty of all the charges. The Disciplinary Authority considered all relevant materials and agreed with the findings of Enquiry Officer with regard to charges 1, 3 and 4. However charge No.2 was found only partly proved. Though the workman filed an appeal he did not succeed. The punishment is commensurate with the gravity of the misconduct. The findings and punishment are only to be upheld.

5. The validity of enquiry was considered as a preliminary issue and an order was passed on 23-02-2010 holding that the enquiry is vitiated for violation of the principles of natural justice. Thereafter fresh evidence was adduced by the management. The evidence consists of oral testimony of MWs.1 to 5 and documentary evidence of Exts.M1 to M22 on the side of the management and no evidence on the side of union.

6. The points that arise for consideration are:

1. Is the workman guilty of the charges?

2. What, if any, is the punishment?

7. Point No. 1:—Ext. M15 is the charge sheet. Four charges are levelled against the workman.

(1) He had not completely written and closed the cash balance book on 02-04-2003.

(2) There was a cash shortage of Rs. 10,000 on 03-04-2003.

(3) He had not accounted Rs. 30,155 remitted by KSEB on 03-04-2003 and misappropriated Rs. 10,395.

(4) He was not in the habit of signing cash paid vouchers.

Ext. M16 is the explanation of the workman where he states that he had completed the cash balance book on 02-04-2003, that due to heavy rush in the cash counter on 02-04-2003 in spite of his best efforts he was not able to know the shortage and it happened due to reasons beyond his control, that KSEB had entrusted only two challans along with two amounts and they were accounted, that the excess cash found on 03-04-2003 was deposited in the sundry deposit account with the consent of Branch Manager and that usually all paid cash vouchers are sealed and signed and 3 vouchers mentioned in the charge were not signed due to oversight.

8. Charge No.1 :—The allegation is that on 02-04-2003 the workman had not completely written and closed the cash balance book. The specific reply in the explanation, Ext. M-16 is that 01-04-2003 being a holiday there was heavy rush in the cash counter on 02-04-2003. He was the sole person to handle 125 payment vouchers and 50 receipt vouchers on that day. However before 8 p.m. he had completed writing and closing cash balance book. Ext.M4 is the cash balance book of 02-04-2003 (relevant page). It was audited by statutory auditors on 3-04-2003. There is an endorsement by the auditors in Ext.M4. It is submitted by the learned counsel for the union that the auditors have not pointed out that the cash balance book was not written completely by the cashier on 2-04-2003 or before they started auditing. The endorsement does not mention whether Ext.M4 was written fully or not on 2-04-2003 itself. However Ext.M3 letter of workman addressed to the Manager contains the admission that he had not completed cash balance book on 02-04-2003. Ext.M6

is the report of statutory auditors. It mentions that the cash balance book was not written completely on 2-04-2003, but it was done by the concerned officer before physical verification of auditors started. Ext.M7 is a letter of Branch Manager to AGM whereby he informed AGM that when statutory auditors started auditing the cash balance book was not completely written by the cashier. Therefore after getting it completed the auditors verified the book and counted currency. MW3 was then Deputy Manager (Accounts) and Joint custodian of cash. In the Chief examination as well as cross-examination she has stated that the cash balance book of 2-4-2003 was not compeletly written by the cashier. She affirms in the cross-examination that the book was not written either with pen or pencil. In view of the admission of the workman as well as other documentary and oral evidence the explanation of the workman in Ext. M-16 is not acceptable. Cash Balance Book is an important register which has to be written and cash balance struck every day by the cashier. The omission to do it cannot be treated lightly in a banking institution. Such lapse would lead to serious consequences and the actual cash balance of the day may not be known to anyone including superior officers. It is a gross negligence on the part of a Cashier and the charge stands proved.

9. Point No. 2 : The allegation is that on 3-04-2003 the auditors found, on counting the cash in the chest, a shortage of Rs. 10,000 out of the closing balance of 2-04-2003. Ext. M6 audit report refers to shortage of cash Rs. 10,000. As per Ext. M4 cash balance book of 2-04-2003 the actual cash balance was Rs. 9,49,942.43. When the auditors counted the currency on 3-4-2003 before the banking hours started, the cash available in the chest was only Rs. 9,39,942.43. The worker is bound to explain the shortage. The reply to this charge by the workman in Ext. M-16 explanation is that there was heavy cash transactions on 2-04-2003 and he was the only person to handle payments and receipts in the counter. The cash of the day was counted and verified by Deputy Manager (Accounts), MW3. The shortage occurred due to circumstances beyond his control and he seeks leniency in the matter.

10. MW2 was the then Branch Manager of Chennithala Branch. According to him on 3-04-2003 the auditors had detected the shortage of Rs.10,000. The amount was remitted jointly by the workman and MW3, who were the joint custodians of cash. MW3 says that when the cash balance was closed on 2-04-2003 the cash had tallied though late. According to her there was no shortage of cash on 2-04-2003. But on 3-04-2003 when auditors counted the cash there was a shortage of Rs.10,000 out of the total amount in the chest. The learned counsel for the union argued that the auditors have not specified out of which bundle and out of which days remittance there was shortage. According to the learned counsel the cash in the chest was handled not only by the workman but other cashiers as well who had taken charge while he was on leave. There were also currency that were brought from the Regional Office. Therefore it cannot be said that it was out of the money handled by the workman on 2-04-2003 that that shortage occurred. It is to be noted that on 2-04-2003 and 3-04-2003 the workman was the cashier. The cash balance of the day (2-04-2003) is the entire cash in the chest. Whenever the cashier took leave and another person assumed charge, the latter would have done so after verifying the cash in the chest. So also whenever the workman resumed charge he would have first verified the cash in the chest. Therefore there is no justification in saying that there is possibility of other staff meddling with the cash in the chest and hence the workman alone shall not be blamed for the shortage. The cashier of 2-04-2003 is bound to explain the shortage that occurred on that day and should shoulder the responsibility. It cannot be shifted to somebody else. MW3 being a joint custodian of cash may also be responsible, but her role is rather supervisory. The immediate responsibility is that of the cashier. Assuming that MW3 is equally responsible still the liability of workman will not be lessened. The grievance of the workman that he alone was proceeded for disciplinary action while MW3 was left at large, cannot be a reason to exonerate the workman. MW3 says that she was immediately transferred on 3-04-2003 itself as a token of punishment. However the workman has no case that MW3 is the culprit. The shortage was made good by both workman and MW3 together. In the light of the clear finding of auditors and other evidence on record I hold that the workman has failed to preserve the cash in the chest. There is negligence on his part and the 2nd charge is also proved.

11. Charge No.3:— On 3-04-2003 KSEB, Chennithala section had remitted cash in different current accounts by three challans consisting of Rs. 51,334, Rs.30,155 and Rs. 250. The allegation is that an amount of Rs.30,155 as per one challan was not accounted by the workman and out of that amount, Rs.10,395 was misappropriated by him. To make good the loss suffered by the customer Rs.19,760 out of sundry deposit account was adjusted and the balance amount of Rs. 10,395 was remitted by the workman in the account of KSEB. In Ext. M-16 explanation the workman states that there was heavy rush in the counter on 3-04-2003. KSEB and some traders as usual had entrusted to him some packets of cash with challans. Such amounts are usually verified after completing the routine cash transactions of the day. On 3-04-2003 when he verified the challans of KSEB he found only two challans for Rs.51,334 and Rs. 250 and they were accounted. He admits that on that day there was an excess of Rs.19,716 and it was reported to the Branch Manager and the excess amount was deposited in the sundry deposit account.

12. However in the complaint of KSEB, Ext. M9 it is alleged that there were three challans and three sums. But the workman had not accounted Rs. 30,155 as per one challan and no counter foil of the challan was returned to

the customer. Ext. M10 is a letter of workman addressed to the Branch Manager wherein it is stated that when he returned the counter foils of two challans to KSEB he came to know that there was one more challan concerning another sum. He undertakes to remit the amount by 7 p.m. to make good the loss. MW5 was the then Overseer of KSEB, Chennithala section. He used to remit money every day in account of KSEB. According to him normally every day three challans and three sums in three packets are entrusted to the cashier for remittance into different accounts of KSEB. The cashier after completing his routine duty in the counter, verifies the challans and the money in the packets and credit them in respective accounts. Normally there may not be any difference in the cash entrusted. On 3-04-2003 three challans with three sums were entrusted to the workman. On the next day when counter foils were collected he received counter foils of two challans only. MW3 also supports the case of MW5 that normally remittance is made as per three challans. It was submitted by the learned counsel for the union that Ext.M9 complaint was given by KSEB as required by the Branch Manager and not voluntarily. MW5 admits that on 4-04-2003 he was called to bank by the Branch Manager and was asked to give a complaint. However he says that the contents of the complaint is his own and not dictated by the Manager. Along with the complaint he had furnished copies of abstract of daily collection register and bank remittance book. These records are brought daily by MW5 and entrusted to the cashier in the counter along with money and challans and counter foils of challans are collected later. The bank remittance book produced along with Ext.M9 shows that on 3-04-2003 three amounts were brought from KSEB for remittance. But Rs. 30,155 is seen scored. However in the last column (where receiver has to sign with date) the total amount recorded is Rs. 81,489 which is inclusive of Rs. 30,155. The last column is supposed to be signed by the Deputy Manager (Accounts), MW3. But she did not do so not only on 3-04-2003, but on previous and subsequent dates. The 2nd document abstract of daily collection register shows that Rs. 30,155 was forwarded to bank for remittance. It was pointed out by the learned counsel for the union that either the Manager or the Deputy Manager had not enquired with KSEB or any other customer about any remittance which was not credited in their accounts or about any excess payments. According to the learned counsel without such verification it was not possible to detect the discrepancy in the account of KSEB. However the Manager had straight away called MW5 and asked him to give a written complaint as if he was aware about the incident. Till then MW5 was not aware whether the amounts remitted by him, were credited or not. It is to be noted that on 3-04-2003 there was a cash excess of Rs.19,760 which the workman was not able to explain. It is not a small amount as to ignore or treat it as a normal phenomenon in a bank. The cashier knows the regular remitters. If any of them, were to entrust excess cash the cashier will notice it while counting the currency. If workman was certain that KSEB had given only two challans and there was no excess remittance, then he must have tried to contact other customers and found out the source of excess remittance to the tune of Rs. 19,760. A cashier cannot simply laugh it off on the guise that excess and shortage of cash is a normal feature in a bank. But here the excess cash is a large sum which do not occur normally. The daily collection register and bank remittance book are written by KSEB daily in the ordinary course of business and therefore their contents are presumed to be correct until disproved. Therefore I find no reason to doubt the correctness of those records. Besides, MW5 a responsible officer of KSEB has also given evidence about the amounts remitted on 03-04-2003. Nothing was brought out in the cross-examination to discredit him. There is no allegation by the workman that there is any ill will between MW5 and the workman or between Branch Manager and the workman in order to foist a false case against him. The Branch Manager finding that excess cash of 3-04-2003 was large, he would have preferred to enquire with MW5 of KSEB, a major regular remitter about excess payment. It is after a discussion with him that he was asked to give a written complaint. There is nothing wrong in requiring a written complaint. The bank in order to proceed further in the matter a complaint of the customer whose transaction was affected by the conduct of the cashier, was necessary. But as already mentioned no motive is alleged either by the union or by the worker for framing a case against the workman. The evidence on record go to show that the workman did not account Rs. 30,155 entrusted by MW5 for remittance. There is also an allegation of misappropriation of Rs. 10,935. To make good the loss of Rs. 30,155 to KSEB, Rs.19,760 was adjusted out of sundry deposit account and the balance amount of Rs. 10,935 was remitted by the workman. The circumstances reveal that he had misappropriated Rs.10,935. Charge No.3 stands proved.

13. Charge No. 4: It is alleged that the workman was in the habit of not signing cash paid vouchers. The explanation of workman is that normally he signs the vouchers and cancels them after payment. But in respect of three vouchers alleged in the charge he might have omitted to do so by oversight. Ext.M-14 are three withdrawal slips of the dates 28-02-2003, 25-03-2003 and 31-3-2003. Though the slips are sealed there is no signature of the cashier. The passing official (MW3) has signed the slips. But it is the duty of the workman to cancel the instruments and sign them. That was not done admittedly. It is only a simple negligence in performing the duties and a minor misconduct. The 4th charge is also proved.

14. For the reasons stated above I hold that the workman is guilty of all the four charges. Among them charges 1 to 3 are gross misconduct falling under Clause 5 and 4th charge is a minor misconduct. falling under Clause 7 of Supplementary Bipartite Settlement dt. 10-04-2002.

15. **Point No. 2** :—I have found that all the charges stand proved and charges 1 to 3 are gross misconduct and Charge No. 4 is a minor misconduct. The plea of the workman in the claim statement is that he is the sole bread winner of his family. He is out of employment ever since he was discharged from service. There is absolutely no other source of income. As a cashier who holds a post of high responsibility dealing with money of the public. If a cashier like the workman were to say one day that there is shortage of a large sum and on another day there is excess of still a large sum the entire functioning of the bank will be affected. The time and energy of many will have to be spent to trace out the source. If such incidents are treated lightly repetition of such irregularity is bound to snowball in course of time. The workman had not only committed gross negligence in maintaining proper account but had also not accounted money deliberately and misappropriated the money. It is a serious and major misconduct. The fact that he is the sole bread winner of his family did not alert him or deter him from committing the misconduct. Therefore that cannot be taken as a mitigating circumstance. Supplementary Bipartite Settlement dated 10-04-2002 Clause 6 (a) to (i) provide for punishments for gross misconduct. Charge No. 3 being a more serious gross misconduct than the rest and at the same time considering the fact that there is no antecedence, I feel that it is only proper to impose the punishment of discharge from service with superannuation benefits and without disqualification from future employment under Clause 6(d) of the settlement in respect of Charge No. 3. The penalty if imposed for other misconduct will be superfluous since the workman is to be discharged from service. Therefore no separate punishment is ordered in respect of charge Nos. 1, 2 and 4.

In the result an award is passed finding that workman is guilty of the charges levelled against him and he is discharged from service with superannuation benefits and without disqualification from future employment.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 3rd day of September, 2010.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Union - **NIL**

Witnesses for the management

MW1 - Sri. S.Padmanabhan, Enquiry Officer.

MW2 - Sri. M.S.Satheesan, Branch Manager, Chennithala (2002- 05).

MW3 - Smt. Girija Gopalan, Dy. Manager (Accounts) (2002 05).

MW4 - Ms. Preetha P., Assistant Manager.

MW5 - Sri. G.Binukumar, Sr. Assistant, KSEB.

Exhibit for the Union - **NIL**

Exhibits for the management

M1 - Enquiry File.

M2 - Attendance Register (relevant page).

M3 - Letter of workman addressed to the Branch Manager dt.03-04-2003.

M4 - Cash Balance Book of 02-04-2003 (relevant page).

M5 - Letter dt. 03-04-2003 of workman addressed to the Manager.

M6 - Report of Auditors.

M7 - Letter of Branch Manager dt. 05-04-2003 to AGM.

M8 - Cheque for Rs.5,000 dt. 03-04-2003 issued by MW3 to the workman to compensate the shortage in the cash balance of 02-04-2003.

M9 - Complaint of MW5 to the Branch Manager dt. 04-04-2003.

M10 - Letter dt. 04-04-2003 of workman addressed to the Manager.

M11 - Report of Branch Manager dt. 04-04-2003 to AGM.

M12 - Cash balance book (relevant page).

M13 - Relevant pages of cash scroll.

M14 - Withdrawal slips (3 in number).

M15 - Charge sheet dt. 19-07-2003.

M16 - Reply to charge sheet dt 04-08-2003.

M17 - Preliminary Order of Disciplinary Authority dt. 28-04-2004.

M18 - Written submission dt. 29-05-2004 given to the Disciplinary Authority by the workman in response to Ext. M-17.

M19 - Final Order of the Disciplinary Authority dt. 21-06-2004.

M-20 - Appeal Memorandum submitted by the workman to the Appellate Authority dt. 30-07-2004.

M21 - Order of the Appellate Authority dt. 23-11-2004.

M22 - Memo dt. 10-09-1996 issued by the Chief Manager to the workman.

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2708.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़-I के पंचाट (संदर्भ संख्या 71/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-09-10 को प्राप्त हुआ था ।

[सं. एल-12012/246/98-आईआर(बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2708.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 71/99) delivered by Central Government Industrial Tribunal-Cum-Labour Court-I, Chandigarh as shown in the Annexure, in the Industrial dispute between the Management of State Bank of Patiala and their workmen, received by the Central Government on 27-09-2010.

[No. L-12012/246/98-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case I. D No. 71/99

Shri Mohan Lal C/o Shri Tek Chand Sharma,
25, Sant Nagar, Civil Lines,
Ludhiana-144001. ...Applicant

Versus

The Assistant General Manager,
State Bank of Patiala, Head Office,
The Mall, Patiala. ...Respondent

APPEARANCES

For the Workman : None.

For the Management : Shri N. K. Zakhmi.

AWARD

Passed on : 13-9-10

Government of India vide notification no. L-I 2012/246/98/IR(B-I), dated 26-02-1999 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in Short) has referred the following industrial dispute for adjudication to this Tribunal :—

"Whether the action of the management of State Bank of Patiala through Asstt. General Manager in terminating the services of Shri Mohan Lal is just and legal? If not, to what relief to the concerned workman entitled to and from which date?"

2. Case is taken up for hearing Case is pending adjudication since 1999. Witness of the management is present. He has already filed his affidavit. In this case, an application was moved for adjudication of the case on behalf of the management. The application was dismissed with a judicial view that case is pending since 1999 and on the date fixed, the evidence of the parties shall be recorded positively. The management was directed to ensure the presence on the date fixed.

3. As usual, the workman is not present. The Tribunal has adopted a mechanism for disposal of old reference and cases for enhancing timely justice by passing the circular letters. This Tribunal has adopted a exhaustive mechanism which is in the knowledge of the parties the learned counsels. The parties were directed to ensure the presence so that this case which is pending adjudication since 1999 may be adjudicated and disposed off.

4. As per the mechanism adopted by this Tribunal adjudication of the cases have been to be done phase wise. All the cases w.e.f. 1986 to 2000 have been disposed off by this Tribunal barring one which is before this Tribunal and is in question.

5. It is true that this Tribunal also adjourned the camp Court as Ludhiana camp several times but those were the compelling circumstances and the office was directed to inform the parties on each occasion and office has accordingly informed the parties. Learned counsel has not provided the address of the workman, so he was well informed. All the parties except the workman in this cases are present. The workman remains absent from 15-12-08. Inspite of mechanism adopted by me, workman has not ensured his presence. Each time learned counsel has represented him without giving any heed to the mechanism adopted by this Tribunal. It is reported by the office that proper and adequate information to every party has been conveyed for the date fixed for the Camp Court at Ludhiana today.

6. Despite information and knowledge workman is not present. It shows that the workman is no more interested in pursuing this case. In view of the above, the reference is returned to the Central Govt. for non prosecution. Central Govt. be informed. File be consigned.

Chandigarh,
13-9-2010

G. K. SHARMA, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2709.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 138/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-9-2010 को प्राप्त हुआ था।

[सं. एल-12012/101/99 आईआर(बी-I)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2709.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 138/99) delivered by Central Government Industrial-Cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 27-9-2010.

[No. L-12012/101/99-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAM PRAKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 138 of 99

BETWEEN

Sh. Manoj Kumar Pandey,
S/o Sri Om Prakash Pandey,
C/o B P Pandey,
106/371 Heeraganj,
Kanpur,

And

The Chief Manager,
State Bank of India,
The Mall, Kanpur.

AWARD

1. The Central Government, MoL, New Delhi vide notification no.L-12012/101/99/IR(B-1) dated 10-06-99 has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the management of State Bank of India, Mall Road, Kanpur in terminating the services of Shri Manoj Kumar Pandey w.e.f. February 1993 and not giving employment again is legal and justified. If not to what relief the workman is entitled ?

3. Brief facts are —

4. It is stated that SBI, the Mall Kanpur is controlling over the affair of all branches including the newly established transferred department established at Civil Lines, where the transaction of money are only carried out for the government department which was earlier the part of the main office Mall Road, Kanpur. In the main branch of Mall Road cash counters pertaining to the transactions of money to the government department were established where in the claimant has been appointed against the vacant post of cash coolie and the work of bundling the currency notes, placing the concerned ledgers at the relevant counters etc were the nature of work being performed. He was appointed on 09-12-81 on the post of cash coolie. But with ulterior motives he was shown on the attendance record of the bank as casual labour to achieve the aforesaid goal. Salary was being paid after completion of month. This mal practice continued in the bank till 27-03-82. During this period from 09-12-81 to 27-03-82, the total working days of the claimant were 89 days were shown on the record of the bank.

5. That on account of the extension of transaction of money with the government department under the chief manager of main branch Mall Road, Kanpur established the said section as SBI (Government Business Branch) at Civil Lines, Kanpur, where in the claimant was allowed to resume the work from 25-03-87 but his earned wages were paid through the so called alleged contractor though he has ever appointed him or controlled or supervised his work, this usually mean control and supervised by the officers of the bank from 25-03-87 to December 87. Even from 25-03-87 the very work of cash coolie was entrusted to the claimant on which he continued till the afternoon of 28-02-93 under the control and supervision of the officers of the bank, usual wages and wages for extra work taken on weekly off day, national holidays separately being paid to the claimant with the intention to achieve the foresaid financial goal. During this period working hours of the claimant was 9.30. A.M. to the close of strong room. It is stated that the opposite party after retaining the juniors in service removed the claimant forcibly from 01-03-93 and since then on account of the unemployment he is facing the man made starvation.

6. During the period of employment the bank held interview for regularization of the post of IV class category. Thereupon the claimant was allowed participating in the said interview in the month of November, 91, bearing roll no.990 allotted to him. Claimant while working in the civil line branch of the government business branch placed his application in the main branch which was allowed and the form was filled up for the participation in the interview where in the claimant succeeded but till now he has not been given regular appointment. In token of proof of employment in the government business branch curfe

pass were issued in the 1990, while the identity card was issued in the year 1992. When he continuously approached for regularization then became the cause of animosity, resulted in his unlawful removal after 28-02-93, therefore, removal, from service amounts to breach of section 25 FGH of the Act. No notice or notice pay was given to him at the time of removal by the bank. Accordingly it is prayed that the action of the opposite party bank in removing the claimant from service with effect from 28-02-93 be held illegal and bad in law and he be reinstated in the service with full back wages and consequential benefits.

7. Opposite party has filed the written statement. It is alleged by them that this is not an industrial dispute. Claimant is not a workman. Claimant has clubbed the two working periods which are distinct, separate and unconnected with each other. It has also stated that the claimant had worked during the period 81-82 in main branch of the bank and during the period 25-03-87 to 28-02-93 as casual labour in government business branch. Both the said two branches are distinct independent and separate. Claimant has not mentioned in any of the para on his statement of claim that he had worked for a period of 240 days continuously in any of the two durations. Therefore there is no violation of section 25 or any other provisions of the Act. He has no where mentioned as to who was the next casual labor working with him. The claimant was alone casual labour. hence he cannot claim benefit of section 25 G of the Act.

8. Regarding interview and selection of the claimant it is stated that the wait list has been lapsed as per agreement, therefore, he could not get appointment on the basis of selection in the wait list. The said selection list continued till 31-03-97, thereafter it stood lapsed for want of vacant post. Thus the claimant cannot be granted protection of section 25H of the Act. He was not given appointment for want of vacant post as per provision of settlement of the year 1991. Claimant being casual worker has no right to the post. He cannot force the bank to appoint him without the post. He cannot force the bank to make back door entry. Bank has not adopted any unfair labour practice. It is stated that in the year 1981 the cash transaction business of government department previously done by main branch were allotted to newly opened branch known as government business branch. After the opening of the government business branch the, services of the claimant was not needed hence he was not engaged. Therefore, the opposite party has admitted the employment of the claimant for the period 9-12-81 to 27-03-82, but it is specifically denied that the claimant was again engaged in the year 1988 for doing the casual work. Actually in 1988-89 the casual work was got done through contractor and the labour charges were paid to the contractor. Banker's cheque issued to the contractor. The claimant was engaged to do the casual work in the year 1991-92 through contractor for which he was paid labour charges and of conveyance charges. It is emphasized that the claimant has not worked for 240 days in a calendar year in any of the three years. The copies of the pages of the petty cash register would speak for themselves. It is further stated that the wait list which was prepared. Out of the wait list very few appointments were made that too at the post of Sweeper and guards and the claimant does not belong to any of the categories. Regular employments were made in the main branch from the wait list prepared on 1987-88 open interview basis. As such claim of the claimant does not fall under section 25H of the Act. It is also stated that no person junior to the claimant was appointed by the bank in any of the two branches. Claimant was not engaged as a casual labour in the government business branch in the bank in the year 1993; hence his alleged termination with effect from Feb / March 93 is false and baseless.

9. Other pleadings have been contradicted and prayed for rejection of the claim.

10. Rejoinder has also been filed by the claimant but, nothing new has been described therein.

11. Both the parties have adduced oral as well as documentary evidence.

12. Claimant has filed 10 documets vide application dated 10-04-2000 paper no. 8/1. These documents are photocopies. These documents are photocopy of certificate alleged to be given by SBI dated 05-02-83 for the period 09-12-81 to 27-03-82, copy of identity card, and copy of certificate for working alleged to be given by bank to the worker, copy of birth certificate alleged to be given by the bank. Copy of payment of wages made to the worker, copy of advertisement made by the bank. Copy of application given by the applicant in lieu of advertisement. Copy of application given by the claimant to the bank which is exhibit w.8 and 9, copy of postal receipt.

13. Claimant has also filed two documents vide application dated 12-08-04. These documents are 33/2 and 33/3. These are original letter dated 31-12-92 and original identity card alleged to have been issued by the bank.

14. Opposite party has also filed various documents. They have filed vide list dated 13-04-2000. These are four documents which are photocopy of application for payment dated 2-10-90, 07-10-90 and 14-10-90.

15. They have also filed two document vide list dated 01-06-2000. These documents are copy of letter dated 26-04-2000 of Chief Manager Ext.M-5 and photo copy of petty cash register Ext.M-6.

16. They have also filed 7 papers and these are copy of the statement of claim of the workman filed by the claimant before ALC. Original letter dated 14-08-99 issued by the AGM of the Bank regarding the engagement of one

Sri Hari Kishan. Paper no. 31/89 also related to that Hari Kishan.

17. Thereafter other photocopies vide paper no. 31/10-26. Certain photocopy is legible. These papers have not been referred before me during argument nor shown any relevancy of these documents by either of the parties. Opposite party has also filed 5 papers vide list dated 12-08-04. These papers are original copy of letter dated 26-04-04 issued by the bank, copy of the settlement dated 9-06-99, 17-11-87, 28-10-88, 1-01-91.

18. Claimant has adduced himself in evidence as a witness W.W.1. Opposite party has adduced 3 witnesses. They are Sri Vijai Narain Tiwari, Branch Manager, as M.W. 1, Sri Dinesh Chandra Srivastava, Retired Chief Manager as M.W. 2 and Sri G. N. Mishra retired officer of the bank as M.W.3.

19. I heard the arguments at length and perused the whole record of the case and the citation given by both the parties respectfully. To decide the dispute in between the parties three question arises.

1. Whether there was a regular appointment of claimant by the opposite party for the post of cash coolie during the period 9-12-81 to 27-03-82 or thereafter?
2. Whether the claimant was engaged by the bank itself or through a contractor?
3. Whether the claimant had completed 240 days of working in a year preceding the year of the date of his termination?

20. I am taking the first point and have analyzed the whole evidence. All the three witnesses of the opposite party have stated specifically on oath that the claimant was not appointed on any regular post on existing vacancy through a prescribed procedure. W.W.1 admitted in the cross that he was not given any appointment letter by the main branch. Similarly he was not given any appointment letter from government business branch. When a question was raised by the opposite party to him to the effect as to whether he was a casual or not then he showed his ignorance. He also stated that he was not getting any regular pay or leave or medical leave and other benefits like regular employees. Claimant has filed two papers Ext. W - 2 alleging that the opposite party has issued the identity card to the claimant and paper no. Ext. W-3 dated 31-12-92 that the opposite party had issued the certificate of temporary employee to the workman. These papers are photocopies Ext.W-2 and W-3 have been referred by the claimant himself in the evidence. But what a strange thing has been done by the claimant is he has also filed the originals of these two documents i.e. paper no. 33/2 dated 31-12-92 which is on the letter head of the State Bank of India having a stamp also and paper no. 33/3 is the identity card having the stamp of the bank showing the date of issuance as 31-12-92. These papers have not been proved or referred by the claimant knowingly or otherwise for the purpose best known to him. If these papers have been referred opposite party might have taken a chance to controvert these documents.

21. Whereas opposite party has referred these two original papers paper no. 33/2-3 which are in original and specifically stated that these papers have not been issued by him or by the bank. Claimant has stated that he had worked with effect from 9-12-81 to 27-03-82 of which total working days is of 89 days. This fact has not specifically been denied by the opposite party. Claimant has alleged that with a ulterior motive the bank has shown him on the attendance record of the bank as casual labour to achieve the financial goal. Salary was being paid after completion of week. This fact has been found that he had worked as casual labour for 89 days w. e. f. 9-12-81 to 27-03-82 in the main branch of the opposite party. But this was not a regular appointment. Claimant have filed those two original documents that is issuance of identity card and working certificate. That also belongs to 31-12-92 whereas opposite party has specifically alleged that neither these are genuine nor has been issued by the bank. Therefore, heavy burden lies to prove these documents which the claimant has failed. Even he did not refer those documents on oath in his statement.

22. I have gone through the pleadings of the claimant. Pleadings have not been happily drafted by him for the reasons known to him. After the period of 27-03-82, it has been alleged by the claimant that when the government business branch was established at Civil Lines branch at Kanpur, therein the claimant was allowed to resume work from 25-03-87, but what happened to the period of 28-03-82 to 24-03-87 has not been explained. If it had been a regular appointment then this thing could not have been happened. Therefore, it is found that the initial engagement of the claimant in the year 1991 was not as a regular appointment but was on the basis of casual labour. This fact has also been proved by the document paper no. Ext.W-8 filed by the claimant himself which is an application given by the claimant for appointment. In this application he has specifically stated that he had worked for 89 days as casual labour. Therefore, this fact has been fully proved that initially he was a casual labour and not a regular appointee.

23. Next point is whether after the period of 82 to 87 or onwards whether he was directly engaged by the bank or through a contractor. Opposite party has stated in their written statement that it is specifically denied that the claimant was engaged in the year 1988 for doing the casual work. They stated - actually in 1988-89 the casual work was got done through contractor and the labour charges were paid to the contractor through bankers cheque in his name.

The claimant was engaged to do the casual work in the year 1990, 91 and 92 through the contractor for which he was paid labour charges or conveyance charges. On this point the authorized representative for the claimant stated that copy of contract of the contractor engaged by the bank, secondly copy of the appointment of an officer as the representative for the bank could be placed by the bank before the tribunal to show that the claimant had actually worked through or under a contractor. I also agree with the contention of the authorized representative for the claimant. A heavy burden now shifts on the shoulder of the opposite party to prove that the claimant was engaged through a contractor because such type of documents could be only in the custody of the bank which they have failed to produce. Even contractor was not produced or efforts made to produce him if it was not possible for the claimant to produce such type of records before the tribunal. On this point the statement adduced by the opposite party witnesses that the claimant was specifically engaged through a contractor does not found to be very much believable.

24. Next point is to be decided is as to whether the claimant who had been engaged as a casual labour had worked for 240 days or more in a preceding year before his termination, as defined in Section 25B of the Act, only thereafter any right can be accrued to the claimant under the provisions of Act.

25. It is true that now burden lies on the claimant to prove this fact even if it has been found that he was not engaged through a contractor but directly by the bank.

26. Opposite party has placed reliance upon a decision 2008 Lab IC 4210 SC, Rani Nagar Palika Versus Babuji Bhabhaji Thakur and others - Retrenchment - claim of workman of two forty days continuous working - held burden of proof is on the workman.

27. Similarly in a decision 2010 Lab IC 2234 Allahabad High Court- M/s. Modi Sugar Mills Gaziabad versus Labour Court - II Gaziabad - termination of services - claim of workman that he was seasonal employee on roll and illegally not permitted to work by employer- held burden of proof is for workman to prove from documents regarding the period of service rendered - only mere filing an affidavit without any cogent document, claim of workman cannot be accepted, burden cannot be shifted upon the employer regarding the period of employment. In this regard I have thoroughly examined oral as well documentary evidence of the parties.

28. Regarding two original documents that is identity card and working certificate filed by the workman I have already stated that these original documents have not been proved by the claimant not even referred so these documents does not appear to be genuine. When the original documents do not appear to be original therefore, photocopy of the same no reliance can be placed on these documents.

29. Opposite party stated that they have filed the petty cash register which are Ext M-6 and M-7 right from the period 1991 till 22-02-93. Regarding Ext. M-7 it was argued before me by the authorized representative for the claimant that the copies of this petty register have not been given by the opposite party to them. This contention has been opposed by the opposite party saying that a copy of this has been given to the claimant and there is an endorsement clearly of received by them on 15-12-2000. In the reference order it has been shown that the services of the claimant has been terminated with effect from 6-02-93. There is a specific statement on oath given by MW 2 Dinesh Chandra Srivastava that the claimant had not worked for 240 days or more before one year of the date of his termination. I have seen his cross examination and the whole statement of MW 2 on this point. There does not appear to be any cross examination or suggestion on this point. When I inquired from the authorized representative for the claimant whether he can prove working of 240 days or more from the records he showed his ignorance. In this connection much emphasis has been placed by the claimant regarding an application dated 11-09-2003, werein they have again sought the production of certain documents. Opposite party has stated that this application is not genuine. He stated that they have not been given any copy of this application to the opposite party. Moreover, this application was given after the completion of the evidence of workman and thereafter evidence of management of a witness of M.W.1 was recorded and thereafter this application was moved. It is argued that claimant has never brought into the notice of the tribunal regarding the pendency of this application.

30. It is true that when the arguments were being completed the auth representative for the claimant has referred this application before me and not on any previous dates. The file is also running for arguments since 2004. When other witnesses were produced by the opposite party even then nothing was said by the claimant. Even on 14-10-2004 the arguments were heard by my learned predecessor and the case was reserved for award but the same could not be delivered due to completion of the tenure of the then presiding officer or the other reasons. Even I examined this application and I find that he has demanded the charger register. On this point I have examined the record. The previous application dated 1-06-2000 regarding the summoning of the documents which contains petty cash register and charger register and nothing more. My learned predecessor has passed a detailed order dated 14-09-2000. My learned predecessor has specifically passed the order dated 14-09-2000 stating therein that the charger register does not appear to be necessary for decision of this case and accordingly the application was disposed

off. Claimant has not gone against this order before the higher court and somehow moved this application dated 11-09-2003.

31. I have examined all the issues and I find that on the basis of this it cannot be held that the opposite party has knowingly or with a mala-fide intention has with held any record. Therefore claimant cannot take any advantage that the opposite party has failed to produce any relevant record. It is admitted by the claimant that he was being paid by the cashier through the petty cash register when he used to work on regular working days. It has been contended by the opposite party that the salaries of all the regular employees is being paid through establishment register.

32. There is one more assertion alleged by the claimant that the opposite party after retaining juniors in service removed the claimant forcibly from 01-03-93. On this point there is no such reference. Even claimant has not adduced the name of the juniors who have been retained and no such cogent evidence has been given.

33. There is one more assertion that during the period of employment the bank had interviewed for regularization for the post of class IV category. There upon the claimant was allowed participating in the said interview in the month of November, 91 bearing role number 990 allotted to him. Claimant has placed this application in the main branch which was allowed and the form was filled up for participation in the interview wherein the claimant succeeded but till now he has not been given regular appointment.

34. In this regard the opposite party and their witnesses have clearly stated on oath that a wait list was prepared as per agreement but has been lapsed. The selection list continued till 31-03-97 thereafter it stood lapsed for want of vacant post and due to this the claimant could not get appointment on the basis of his selection in the list. Claimant being casual worker has no right to the post. He cannot force the bank to appoint him without a post. Therefore, in my view, if the same of the claimant had been included in the waiting of the selected candidates and if he could not be given job as there was no vacancy, I think no right has accrued to the claimant on the basis of waiting list.

35. Claimant has produced a number of citation i.e. AIR 1978 SC 474 KCP Employees Association Madras versus the Management of KCP Limited. 2000 (84) FLR 3 SC Hardwari Lal versus State of UP and others, 2001 (88) FLR 508 (SC) Deep Chandra versus State of UP and others, 2003 (98) FLR 1143 Bombay High Court State Bank of Indore versus Rashitrya Mazdoor Sena Nagpur, 2003 (98) FLR 836 Supreme Court in between M/s. BHEL Limited versus State of U P, 2004 (101) FLR 1066 Alld High Court in between Kehar Pal Singh and Pradeshik Cooperative Dairy Federation, 29 Lucknow and another.

36. Amongst these rulings there are certain rulings which distinguish in between contractor and servant. On this point I have already analyzed the evidence and fact has been found in favour of the claimant. But regarding burden of proving working of 240 days I have examined the principle laid down respectfully. In the given circumstances of the case I am of the view that claimant cannot take any benefit on the point of continuous working of 240 days. This fact has to be established by the claimant with the help of cogent evidence whereas he has failed to prove this fact.

37. Therefore, considering all the facts and circumstances, I find that the claimant has failed to prove through cogent evidence that he had worked 240 days or more in a calendar year preceding 12 months from the date of his termination. Therefore, the action of the management in terminating the service of the claimant is neither illegal nor unjust. Claimant is not entitled for any relief and the reference is answered in favour of the bank and against the applicant.

RAM PRAKASH, Presiding Officer

Dated: 21-9-2010

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2710.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सी.पी. डब्ल्यू.डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 62/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04 10 2010 को प्राप्त हुआ था।

[सं. एल-42012/157/2005- आईआर(सी एम II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2710.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of CPWD, and their workmen, received by the Central Government on 1-10-2010.

[No. L-42012/157/2005-IR(CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case I.D. No. 62/2006

The Zonal President,
All India CPWD (MRM),
Karamchari Sangthan (Regd.),
CPWD Store Building, Sector-7-B,
Chandigarh ...Applicant

Versus

The Ex. Engineer,
Chandigarh Central Elect. Division,
CPWD, Kendriya Sadan,
Sector-9-A, Chandigarh ...Respondent

APPEARENCES:

For the Workman : Shri Raj Kumar

For the Management : Shri Anish Babbar

AWARD

Passed on: 24-08-2010

The Central Govt. vide notification No.L-42012/157/2005-IR (CM-II), dated 06-10-2006 has referred the following dispute to this Tribunal for adjudication:

> "Whether the demand of the workman Shri Pradeep Singh for seeking reinstatement/regularization in the services of Executive Engineer, CCED, CPWD, Chandigarh with full back wages, w.e.f. 21-05-2005 is legal and justified ? If yes, to what relief the workman is entitled ?"

2. Case is taken up for hearing. Representative of the workman Sri Raj Kumar, Zonal Secretary of the Union appeared and made the statement that workman in the present case is not interested to pursue with the present reference and as the union has espoused the case of the workman, the union may be allowed to withdraw the present reference. In view of the statement of the Union representative the present reference is dismissed as withdrawn and returned as such to the Central Government. Central Goverment be informed. File be consigned.

24-08-2010

G.K. SHARMA, Presiding Officer

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2711.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं इंस्टीट्यूट आफ माइक्रोबील टेक्नोलाजी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 36/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2010 को प्राप्त हुआ था।

[सं. एल-42012/66/2001-आईआर(सीएम-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2711.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/2002) of the Central Government Industrial Tribunal-cum-Labour Court, No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Institute of Microbial Technology and their workmen, received by the Central Government on 4-10-2010.

[No. L-42012/66/2001-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. I.D. 36 of 2002

Sh. Dharminder,
S/o Sh. Ram Dhan,
H.No. 1049, Dadu Majra Colony
Chandigarh ...Applicant

Versus

The Director,
Institute of Microbial Technology,
Sector 39-A, Chandigarh ...Respondent

APPEARENCES:

For the Workman : None

For the Management : Shri I.S. Sidhu

AWARD

Passed on 14-9-2010

The Government of India vide notification no. L-42012/66/2001-IR(CM-II) dated 30-1-2002, by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :-

"Whether the action of the management of Institute of Microbial Technology, Chandigarh in terminating the services of Sh. Dharminder S/o Sh. Ram Dhan w.e.f. 18-5-99 is legal and justified? If not, what relief the workman is entitled to?"

2. Case repeatedly called. None appeared on behalf of the workman despite repeated calls. On perusal of the record, it reveals that none is appearing on behalf of the workman for the last several dates. It appeares that workman is not intrested to pursue with the present reference. In view of the above, the claim in the present reference is returned to the Central Government for want of prosecution. Central Government be informed. File be consigned.

Chandigarh
14-9-2010

G.K. SHARMA, Presiding Officer

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2712.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाइरेक्टोरेट आफ व्हीट रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 113/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2010 को प्राप्त हुआ था।

[सं. एल-42012/232-2002 आईआर(सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2712.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 113/2003) of the Central Government Industrial-Cum-Labour Court, No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Directorate of Wheat Research and their workmen, which was received by the Central Government on 4-10-2010.

[No. L-42012/232/2002-IR(C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case I.D. No. 113 of 2003

Sh. Krishan Kumar,
S/o Sh. Lachman,
R/o Barsat, Teh. & Distt. Karnal . . .Applicant

Versus

The Director,
Directorate of Wheat Research,
Maharaja Aggrasain Marg, Karnal,
Karnal . . .Respondent

APPEARENCES:

For the Workman : Shri A.S. Choudhary

For the Management : Shri J.S. Virk

AWARD

Passed on 25-8-2010

Government of India vide notification no.L-42012/232/2002-IR(CM-II) dated 08-5-2003, by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act is short) has referred the following industrial dispute for adjudication to this Tribunal:-

"Whether the action of the management of Directorate of Wheat Research in terminating that services of Sh. Krishan Kumar S/o Sh. Lachman, a daily wage worker w.e.f. 31-09-1990 is legal and justified? If not, what relief the workman is entitled to?"

After receving the reference, parties were informed. Parties appeared and filed their respective pleadings. From the perusal of the pleadings of the workman, it is evidently clear that the case of the workman in short is that he was appointed as casual worker on daily wages at the rates prescribed from time to time by the Deputy Commissioner. He joined his duties on 01-07-1986. He performed his duties up to 31-05-1988 when his services were terminated without passing any order and without any notice or one month wages in lieu of the notice and without payment of lawful terminal dues. It is also the contention of the workman that after the termination of his services, the management has appointed 17 more persons as causal workers. Name of some of them are mentioned by the workman in his statement of claim as Raj Kumar S/o Shri Ram Dutt, Nannu S/o Shri Om Parkash, Bir Singh S/o Desa, Sompal S/o Jagdish and Rajinder S/o Shri Sunaria. On the basis of the above facts, the workman has prayed for setting aside his termination order being against the provisions of the Act and for consequential order reinstating the workman into the services with other consequential benefits.

The management appeared and challenged the claim of the workman by filling written statement. Preliminary objection was taken that claim is bad by delay. Another objection, was taken that management is not an industry and this Tribunal has no jurisdiction for answering this reference. Further objection was taken that workman has approached the Administrative Service Tribunal and he

has not disclosed the fact that his claim was dismissed by the Administrative Tribunal.

On merits, it is contended by the management that workman was not appointed on daily wages in Barely Project. The Barely Project come to an end and on completion of the project the services of the workman was terminated. The rights, duties and liabilities of the Barely Project were thereafter, taken by the management of Wheat Project as started by the management. Parties were afforded the opportunity for adducing evidence. Evidence of both of the parties was recorded. Parties were heard at length.

The workman has come for relief before this Tribunal on the ground that he was completed 240 days of work in the year 1986 and he is entitled for regularization of his services. The second contention of the workman is that after the termination of his services 17 other causal workers were appointed and he was not afforded any opportunity to work. Before answering the abovementioned issues, it will be proper to remove a technical fault in the reference. The date of termination in the reference referred by the Central Government is 31-09-1990, whereas, the claim of the workman is that his services were terminated on 31-05-1988. The management has also contended and admitted that the date of termination is 31-05-1988 and not 31-05-1990. It is the settled law that this Tribunal cannot amend the reference, but where there is clerical and arithmetical mistake and has no adverse impact on the rights, duties and liabilities of parties, it should be considered for doing justice, by the Tribunal. There is no dispute that the reference is related to the workman. There is no dispute that the date of termination of the workman is 31-05-1988. Thus, the date of termination mentioned in the reference as 31-09-1990 shall be read over as 31-05-1988. The Tribunal or adjudicatory authority must not be technical in its approach. As there is no dispute between the parties, the same should be construed as such.

So far as , the issue of delay is concern, I am of the view that there is delay in raising the industrial dispute after the termination of the services of the workman. The workman approached the Central Administrative Tribunal before raising this reference and the Tribunal has decided his claim to approach the appropriate Forum. Thereafter, the workman raised the industrial dispute and the same was kept pending before ALC/ Conciliation Officer for six years. Central Government also took abnormal time for referring the reference and this Tribunal is equally guilty for answering the reference after abnormal delay of seven years, whereas, it was suppose to answer within three months. Thus, on the basis of the above, I am of the view that the claim of the workman is not barred by delay.

The management has also contended that management is not an industry. Whether a particular organization is an industry or not is decided by Hon'ble the Apex Court in Bangalore Water Supply & Sewerage Board Versus A.Rajappa & others AIR 1978-SC 548. In this judgement Hon'ble the Apex Court has elaborately defined the term industry. The ratio of the judgement is that whether a particular organization is industry or not is to be seen by its activities. It is also the ratio of the judgement that if any organization is having different units and few of the units are not industry, rest units may qualify to the term industry which entirely depends on the basis of the activities of the unit and work entrusted to and discharged by the workman. Admittedly, the workman was a daily wager doing the work as prescribed by the management. The act of the management to entrust the work of particular nature to him and discharged by him has no nexus with the research conducted by the management. The act of the management has no concern with the research but he was supposed to do the work in agriculture fields and get wages accordingly. Thus, on the basis of the activities of the management and the work entrusted by the management to and discharged by the workman, the management is an industry and this Tribunal has got jurisdiction to adjudicate this reference. The management has relied upon a judgement passed by this Tribunal in another case in which the management has held not to be an industry. It is a judgement of concurrent jurisdiction and cannot operate as a judicial precedent while answering this reference. No doubt, the judicial propriety requires that the judgement of the concurrent jurisdiction should also be considered to prevent the different decisions in similar cases. But it cannot be done at the cost of glaring injustice. Justice requires that independent decision should be takedn by this Tribunal. Accordingly this Tribunal is holding on the basis of the above observation that management is an industry.

Now, I am answering both of the issues raised by the workman. It is the duty of the workman to prove that he has completed 240 days of work in the preceding year from the date of his termination. It is in the claim of the workman that he has completed 240 days of work in the year 1986-87. He has not mentioned in his claim petition regarding the completion of 240 days in the preceding year from the date of his termination. In his evidence recorded by this Tribunal on oath, the workman has stated that the cannot tell how many days he has worked in the preceding year with the management? The workman has not filed any document regarding his working days with the management. To any surprise, the workman has not also filed any application for summoning the records lying the custody of the management. On the other hand, management has stated that as a daily waged worker workman has worked with the Barely Project and after closure of Barely Project services of workman were terminated. It is also the contention of the managment that workman has not completed 240 days

in every calendar year, he has worked with the management. Thus, in very garlanding words workman has stated that he was completed 240 days in the year 1986 and his services should be regularized, whereas, he has not even stated that he has completed 240 days of work in the preceding year from the date of his termination. The oral contention of the workman is not sufficient to prove this contention. He should have come with some cogent evidence. Accordingly, workman has utterly failed to prove that he has completed 240 days in the preceding year from the date of his termination.

There is one more contention of the workman that the 17 persons were appointed after the termination of his service. It is the settled law that if the workman has worked even for a day and retrenched according to law, propriety has to be given to the retrenches. But in his evidence recorded by this Tribunal on oath the workman has stated that he does not know whether any person was appointed by the management after the termination of his services. Thus, on both of the contentions raised by the workman regarding illegality of his termination and appoinment of another persons, I am of the view that workman has utterly failed to prove that he has completed 240 days of work in the preceding year from the date of his termination and 17 persons were appointed after the termination of his services. The management has stated that on closure of the Barely Project the services of the workman was not required and services were terminated. Documents on file prove that Barely Project was closed. Even if the contention of the management is not considered, the workman has failed to prove his case. Accordingly, there is no force in the claim of the workman and the same is dismissed. Workman is not entitled for any relief. The reference is accordingly answered. Let Central Government be approached for publication of award and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2713.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 130/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2010 को प्राप्त हुआ था।

[सं. एल-22012/373/1997 आईआर(सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2713.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 130 1998) delivered by Central Government Industrial-Cum-Labour Court, No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 4-10-2010.

[No. L-22012/373/1997-IR(C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case I.D. No. 130/1998

Sh. Shamsher Singh,
C/o Shri N.K. Kapil
House No. 635, Milk Colony,
Dhanas, Chandigarh. ...Applicant

Versus

The Senior Regional Manager,
North Food Corporation of India,
Punjab Region, Sector-34,
Chandigarh. ...Respondent

APPEARENCES:

For the Workman : Shri N.K. Kapil

For the Management : Shri Ravi Kant Sharma

AWARD

Passed on 20-9-2010

The Government of India vide notification No.L-22012/373/97-IR(CM-I) dated 30-6-1998, by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal:-

> "Whether the action of the management of FCI, represented by Distt. Manager, FCI, Sangrur in terminating the services of Shri Shamsher Singh S/o Joginder Singh as Casual employee w.e.f. May 1981 and subsequently keeping him outside the settlement dated 15-02-1989 and not regularizing his services according to FCI HQ Circular dated 24-08-1992 to 19-05-1994 is just and legal? If not, to what relief the workman is entitled and from which date?"

After receving the reference, parties were informed. Parties appeared and filed their respective pleadings. Opportunity for adducing evidence was also afforded to both of the parties. Oral evidence was recorded. Documentary evidence was also filed by both of the parties.

I have heard the parties and their learned counsels at length.

The reference referred by the Central Government can be divided into two parts as follows:—

(1) The legality and the validity of settlement dated 15-02-1989 and subsequent circular letters dated 24-08-1992 and 19-05-1994 regarding the regularization of the services of the workman.

(2) Whether the settlement dated 15-02-1989 and subsequent circular letters dated 24-08-1992 and 19-05-1994 is applicable to the workman, meaning thereby, whether the workman is entitled for the protection of the provisions mentioned in the settlement?

So far as the first part is concern, there is conscious of both of the parties. During that cross-examination of the workman, it is admitted by both of the parties that settlement dated 15-02-1989 and the subsequent circular letters dated 24-08-1992 and 19-05-1994 were legally executed. Thus, the legality of the settlement dated 15-02-1989 and the subsequent circular letters dated 24-8-1992 and 19-05-1994 is not subject matter before this Tribunal to decide.

The only dispute is regarding the applicability of the memorandum of settlement and subsequent circular letters, in case of the workman. This Tribunal has to decide whether the benefit of these circular letters was illegally denied to the workman?

On perusal of the evidence of the parties and the memorandum of settlement and subsequent circular letters, it is clear that this memorandum of settlement was issued by the management of the bank on account of certain writ petitions and the claims before different Courts by several persons/workman against the management respondent. The management agreed to regularize the services of each workman whose case was pending before appropriate forum mentioned in the memorandum of settlement as per the terms of this settlement. To give colour to this settlement further circular letters/orders were passed by the management for the regularization of the service of the persons who were covered in this settlement. The workman was not the party in any proceedings or in any case or petition mentioned in the memorandum of settlement. There is no dispute on this issue. It is the contention of the management that as workman was not the party to any dispute in any case mentioned in the memorandum of settlement, he is not entitled for the benefit of the same. It is not also disputed that workman is similarly situated and is on the same footing with those persons whose name figured in any of the writ petitions or claim mentioned in memorandum of settlement. Meaning thereby, the only question for adjudication before this Tribunal is whether the benefit of any beneficiary settlement can be denied to any person on account of his failure to file the writ petition or a case for redressal of his grievances? The further question to adjudicate is that if because of socio-economic constraints on some other constraints party is unable to approach the Court, whether the justice should be denied to him?

It has been well established and proved by the workman that he was the matter of the Homeguard and his services were provided with to the FCI and he was amongst those persons whose services have been regularized in terms of the memorandum of settlement and in terms of the subsequent two circular letters dated 24-08-1992 and 19-05-1994. In this regard, no documents were filed by the management. But the rest documents filed by the management and the cross-examination of the witness of the management proved it well that workman was a member of Homeguard whose services were provided with to the FCI. He rendered the services to the FCI for the period mentioned in the statement of claim.

Thus, the question remain same whether the benefit of this memorandum and subsequent circular letters should be given to the workman in spite of the fact that he was not the party in any of the proceeding in the case or petitions mentioned in the memorandum of settlement?

In my view the answer lies in differentiating the adjudication of any case with justice delivery. The Tribunal should ensure the adjudication of a case in such a way that justice is not denied. The Proceedings of this Tribunal runs on the basis of equity, justice and good conscious. Technical provisions of substantive and procedural laws are not applicable. In other words, I can say that proceedings of this Tribunal runs on the basis of the due-process of law subject to the certain limitations. The limitation in my view is that this due process adopted by this Tribunal should not exceed the authorities of this Tribunal limited by the Constitution and the Industrial Disputes Act. I am not inclined to accept the contention of the management that this Tribunal has not empowered to discuss the provisions of the Constitution. The Constitution and the virus of any scheme cannot be challenged before this Tribunal. But for me to discuss the rights of the workman under the constitution is and should be paramount consideration of this Tribunal as well. Constitution is mother of all the Laws and Industrial Disputes Act is the child. I am unable to understand how a child law can survive agianst the spirit of mother law.

If this contention of the management regarding the attribution of the benefit of circular letters to the workman on account of his failure to approach any Court or Tribunal for his grievances is accepted it will be violative of Article 14, 16 & 21 of the Constitution. Article 14 & 16 provides for

right to equality in matters of public appointment, whereas, article 21 of the construction provides for right to life and personal liberty.

On Article 21, regarding the life and personal liberty of human being Hon'ble the Apex Court in several judicial pronouncements has explained this term elobrately. The judicial thinking and the conscious of this Tribunal should not be static and it should be guided by the ratio of principle laid down by Hon'ble the Apex Court regarding Article 21 read with Article 14 and 16 of the Constitution.

There is no dispute before this Tribunal that workman is similar situation along with the persons who have derived the benefits of this settlement. The only difference is that workman failed to approach any Court/Tribunal for redressal of the grievances. Article 14 of the Constitution barred the differentiation treatment in similarly situated persons. Alike shall be treated alike. The different treatment between the persons who are similarly situated in violative of Article 14 & 21 of the Constitution. If any person because of socio-economic constraints is unable to approach any Court or Tribunal, it cannot be criteria for differentiation. The criterial for differentiation under Article 14 should be reasonable. In my view is shall not be reasonable criteria to keep the workman out of the group on the sole basis that he could not approach any Court or Tribunal. As stated earlier, his failure to approach any appropriate Court or Tribunal cannot be a reasonable criteria for differentiation under Article 14. Thus, I am of the view that benefit of a beneficiary scheme cannot denied to the workman just on the ground that he was not a person in any of the writ petition/case mentioned in the memorandum of settlement. There is no dispute on the issue, at the cost of the repetition, that workman was similarly situated along with those persons who have been given benefit of memorandum of settlement and subsequent circular letters mentioned above. Thus, denying the benefit of these circular letters of this memorandum of settlement and subsequent circular letters is violative of Article 14, 16 & 21 of the Constitution. In this regard, I am of the view that benefit of this settlement and the subsequent circular letters cannot be denied to the workman on account of his failure to approach the Court or any judicial forum for the redressal of his grievances. Apart from this issue that the workman failed to approach any forum or Court, he equates in all the matters with the persons who have filed any case, petition or writ mentioned in the memorandum of settlement.

Present era of judicial adjudication and justice delivery is the era of harmonious relations between fundamental rights and the directive principle of the State policy. Meaning thereby, while adjudication any matter this Tribunal is bound to see that adjudication is not a technical adjudication but should also ensure that by adjudication the justice is not denied. If the contention of the management is accepted that the name of the workman was not in any of the proceedings, in any writ, or petition, in the memorandum of settlement, it will be a narrow interpretation of beneficial instrument which is not permitted by law. A beneficial instrument has to be constructed by the Tribunal purposively for the purpose for which the instrument was created. The technical construction of such document according to the procedure prevailed in this tribunal as appear. At the cost of reptition, if the above contention of the management is accepted it will be a narrow construction of the document by this Tribunal. It will result in adjudication of the case while dying justice. It is not the function of this Tribunal This Tribunal has to ensure the justice delivery by adjudication. Thus, by seeing off the narrow construction on the basis of the ratio of several judicial pronouncements given by Apex Court on Article 14, 16 & 21 of the Constitution, I am construing this document as per the principle of interpretation of any instrument.

For the reasons mentioned above, I am of the view that benefit to the workman cannot be denied just on the ground that he failed to move a petition or a case before any appropriate forum, whereas, his case was similar and same as per other persons who have been given benefit of the settlement and subsequent circular letters. The claim of the workman is liable to be allowed.

On more objection has been raised by the management regarding the delay and latches. The workman has shown and proved the facts for raising the industrial dispute so delay. The last circular letter was passed in the year 1995. As per the contention of the workman he approached the management but no heed was given to his request. Thereafter, he raised the industrial dispute in the year 1996. A long time was taken by the Government for referring the dispute and the substantial time was taken by this Tribunal for adjudication of the reference. Accordingly, I am also of the view that this reference is not barred by delay and latches.

On the basis of the above observation, the management of respondent is directed to give the benefit to the workman in the similar way as other persons were given the benefit vide memorandum of settlement and subsequent circular letters within one month from the date publication of the award. Considering the facts and circumstances of the case, I am also of the view that workman shall also be entitled for half back wages from the date of last circular letter. The management is directed to render the above benefit to the workman within one month from the date of publication of the award.

Let Central Government be approached for publication of award and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2714.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 47/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2010 को प्राप्त हुआ था।

[सं. एल-23012/23/1997-आईआर(सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2714.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. I Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workmen, which was received by the Central Government on 4-10-2010.

[No. L-23012/23/1997-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No. I. D. 47/2001

Legal Secretary, BBMB, Regular Technical Employees Union (I.W.) Plot No. 211-L, Barai, PO Partapnagar, Nangal Township Distt. Ropar (Punjab).

....Applicants

Versus

The Chief Engineer, Bhakra Dam, Nangal Township, Distt. Ropar (Pb)

...Respondents

APPEARANCES

For the workman : Shri R. K. Singh

For the Management: Shri S. K. Goel

AWARD

Passed on 16-9-2010

Government of India vide notification No. L-23012/23/97-IR (C-II), dated 05-01-2001 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following Industrial dispute for adjudication to this Tribunal :—

" Whether the action of the management of Bhakra Dam represented through Chief Engineer, Nangal Township, Distt. Ropar (Punjab) in not giving promotion to Shri Anil Kumar as D.H.D. w.e.f. 6-6-1990 is justified ? If not to what relief the workman is entitled and from what date ?"

After receiving the reference, both of the parties were informed. Parties appeared and filed theri respective pleadings. The case of the workman in nut shell is that he was illegally denied promotion to the post of DHD w.e.f. 6-6-1990. He was appointed as Tracer w.e.f. 11-01-1978 and promoted as Draftsman w.e.f. 08-10-1984. His services were governed under Recruitment and Conditions services Regulation, 1984. Prior to this his service were governed under Punjab State Services Class -III Rules, 1960. In spite of three vacancies, he was not promoted to the post of DHD. He made number of representations but no heed was given by the management. Two persons juniors to him were promoted and his case was not considered. Ultimately he raise the industrial dispute and on account of failure of the conciliation report, this reference.

the management appeared and contested the claim of the workman by filing written statement. It was contended by the management that the persons promoted prior to the workman were from the Punjab Cadre on deputation to the BBMB. The workman was from BBMB cadre and no post as per rules was lying vacant for BBMB cadre. As soon as the post lying vacant for the cadre of the BBMB, the workman was promoted to the DHD and presently he is working as such.

Both of the parties were afforded the opportunity of adducing evidence. Oral evidence was recorded. Some documents were also filed. Rules governing the service conditions of the workman are also on record. It is admitted that the two persons promoted prior to the workman were from the cadre of the Punjab. in fact in BBMB the officials from different states constitute the compete cadre. The service conditions of the officials who came from the different states cadres are different than the service conditions of the employees who are in the permanent cadre of the BBMB. The workman was and is a permanent employee of the BBMB cadre, whereas, the two officials named by the workman namely Shri Charanjeet Singh and Shri Madan Lal are from the Punjab State cadre. On perusal of the evidenee on record it is also evident that both of the employees were promoted from the cadre of Punjab and not from the cadre of BBMB. In the year 1998 three vacancies existed and third vacancy as per rules went to the BBMB cadre on which the workman was promoted. Thus, no junior to the workman from amongst the BBMB cadre was promoted as DHD prior to the workman. The workman has also failed to establish any violation of the rule regarding his promotion to DHD cadre. As soon as the vacancy existed the workman was promoted. Thus, there is no force

in the contention of the workman that he was illegally denied the promotion to DHD w.e.f. 06-06-1990. The reference is accordingly answered. Let Central Government be approached for publication of the award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2715.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 03/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-10-2010 को प्राप्त हुआ था।

[सं. एल-22012/263/1999-आईआर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2715.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.03/2000) of the Central Government Industrial Tribunal, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 04-10-2010.

[No. L-22012/263/1999-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 03 of 2000

Parties : Employers in relation to the Management of The General Manager (S/C), B.C.C.L.

AND

Their workmen

Present : Mr. Justice Manik Mohan Sarkar
.... Presiding Officer

Appearances :

On behalf of the Management : None

On behalf of the Workmen : Mr. M. Dutta, Ld. Advocate.

State : West Bengal Industry : Coal.

Dated : 22nd September, 2010

AWARD

By Order No. L-22012/263/99-IR (CM-II) dated 30-12-1999 the Government of India, Ministry of Labour in exercise of its powers under Section 10 (1) (d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of BCCL in refixing and thereby lowering the basic pay of Shri Sanat Adhikari for the reason of his joining in the promoted post after a lapse of six months from the date of issuance of the order is legal and justified. If not, to what relief Shri Adhikari is entitled ?"

2. Mr. M. Dutta, Ld. Advocate is present on behalf of the workmen union. The authorized representative of the workmen union, Mr. Dipak Kumar Sinha and the workman concerned, namely, Mr. Sanat Adhikari are also personally present. None is however is present on behalf of the management, though as per acknowledgment due received back, the notice upon the management appears to have been served.

3. One application has been filed today duly verified by the authorized representative of the workmen union, Mr. Dipak Kumar Sinha. Mr. Dutta, Ld. Advocate for the workmen union has submitted that in the said application it is being submitted on behalf of the workmen as well as the workman concerned that the present reference would not be pursued any more and it may be disposed of having "No dispute".

4. Both the workman concerned, Mr. Sanat Adhikari and the authorized representative of the workmen union, Mr. Dipak Kumar Sinha are personally heard about their knowledge in respect of the contents of the application file dtoday and I am satisfied that they are well aware about the contents of the said application.

5. Even though none is present on behalf of the management, the matter can be disposed of in the presence of the workmen side since the reference was initiated at the instance of the workman who does not want to proceed with the present reference having no dispute.

6. So, the present reference is disposed of treating "No Dispute" and having no existence of any industrial dispute at the present context. An Award is passed accordingly.

Dated, Kolkata,
The 22nd September, 2010

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2716.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 71/ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2010 को प्राप्त हुआ था।

[सं. एल-22013/1/2010-आईआर (सी-II)]

डी. एस. एस.श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2716.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 71 / 2005) of the Central Government Industrial Tribunal-cum Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of SCCL and their workmen, which was received by the Central Government on 4-10-2010.

[No. L-22013/1/2010-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT HYDERABAD

Present :- Shri Ved Prakash Gaur
Presiding Officer

Dated the 23rd day of August, 2010

Industrial Dispute L.C. No. 71/2005

BETWEEN:

Sri K. Srinivas Reddy,
S/o Satyanarayana Reddy,
H. No. 3-2-37, Vidyanagar Colony,
Kothagudem - 507 101 ..... Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Kothagudem Area, Kothagudem.

2. The Superintendent of Mines,
M/s. Singareni Collieries Company Ltd.,
SOM/VK 7 Incline,,
Kothagudem. ..... Respondents

Appearances :

For the Peritioner : M/s. C. Vijaya Shekar Reddy & S. Vijay Venkatesh , Advocates

For the Respondent : Ms. P. A. V. V. S. Sarma & Vijaya Lakshmi Panguluri, Advocates

AWARD

Sri K. Srinivasa Reddy an ex. Employee of M/s. Singareni Collieries Company Ltd. , has filed this petition under Sec. 2A (2) of the I. D. Act, 1947 has been filed in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W. P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnapapa and M/s. Cotton Corporation of India and two others challenging the order of termination of his services dated 31-1-1997 / 5-2-1997 as illegal, invalid, unsustainable in law and for his reinstatement into service.

2. In his claim statement the workman has submitted that he was appointed as general mazdoor in the Respondent company in the year 1991. He performed his duties regularly to the entire satisfaction of his superiors. During course of employment he was transferred from place to place on very short intervals . He was upgraded as coal filler w.e.f. 1-9-1995 and was kept on probation for 6 months. He was issued with a charge sheet dated 10-5-96 leveling charges of irregular attendance from January, 1995 to December, 1995. Copy of document was not given to the Petitioner. Principles of natural justice were violated in the case of the Petitioner. Enquiry was conducted in very unfair manner. Enquiry Officer submitted his finding and Disciplinary Authority blindly agreed with the findings of the Enquiry Officer and dismissed the Petitioner fromservice through order dated 21-1-97/2-2-1997 which is illegal, invalid, arbitrary and unjustified.

3. He has further stated that the management had adopted unfair labour practice and has victimized the Petitioner. The matter was taken up along with cases of other workman. A settlement was entered into between union and the management on 21-2-2000 to the effect that the employees who were dismissed in the year 1997 they will be reinstated . A circular was issued on 10-3-2000 calling for the willingness of the dismissed workman. Petitioner submitted his willingness on 18-3-2000 but he was not allowed to resume duty. Hence, he has filed this petition.

4. Counter statement was filed by the Respondent management. It has been stated that Petitioner was initially appointed as badli filler on 9-4-91 and was promoted as general mazdoor. Petitioner was irregular in his duties and was absent from duty many a time without leave. Hence, a charge sheet was issued to the Petitioner in the year 1995. Prior to the year 1995 also the attendance of the Petitioner was very poor. He put in only 37 musters during the year 1995, 180 musters during 1994, 198 musters during 1993 and only 18 musters during 1996. The Petitioner was issued with a charge sheet. He never asked for any document. No violation of principles of natural justice were committed. Charge sheet was sent to the Petitioner by registered post which returned undelivered with the postal endorsement "party out of station". However, the same charge sheet was served on Petitioner on 11-5-96. Petitioner attended the enquiry proceeding took part in that departmental proceeding examined himself as defence witness thereafter Enquiry Officer submitted report on the basis of the relevant material placed before him. Since the Petitioner's attendance was not satisfactory during the years 1993, 1994 and 1995 and he put in only 37 musters during 1995 he was dismissed

from the service. There is no illegality or irregularity in the punishment imposed on the Petitioner.

5. Both the parties were directed to produce their respective evidences. Petitioner has filed xerox copy of offfice order dated 29-8-91, xerox copy of office order dated 28-12-95, xerox copy of charge sheet dated 10-5-96, xerox copy of enquiry notice dated 17-5-96, xerox copy of dismissal order dated 5-2-97 and xerox copy of his application for fresh appointment. He filed his affidavit in support of his calim.

6. Respondent management has also filed office copy of charge sheet dated 25-2-96, office copy of notice of enquiry proceeding, proceeding book of enquiry, report of Enquiry Officer and puishment order.

7. After filing of the affidavit the workman started absenting himself and did not participate in the further proceeding of the case.

8. In this case domestic enquiry was conducted and it was challenged by the Petitioner through his claim statement as such, it was agreed that the question of legality and validity of the domestic enquiry shall be decided before entering into merits of this case. The case was posted for arguments on the question of legality and validity of the domestic enquiry on 28-4-2009, but none appeared from the side of the Petitioner to challenge the same, as such, it is held that the domestic enquiry was conducted legally and validly and the case was posted for arguments under Sec. 11A of the Industrial Disputes Act, 1947.

9. Petitioner remained absent even on the date of arguments. Learned Counsel for the Respondent filed written arguments and also submitted oral arguments.

10. I have gone through the claim statement, counter statement, affidavit filed by the Petitioner and other documents filed by Petitioner and that of Respondent management by way of the entire proceeding book of departmental enquiry.

11. The following points has to be considered in this case :

(I) Whether the action of the management in dismissing the Petitioner from service is legal and justified or not ?

(II) To what relief the Petitioner is entitled to ?

12. Pints (I) : It is admitted case of the Petitioner workman that he remained absent during the year 1995-96 when he was on probation for six months beginning from 28-12-95. He was served with the charge sheet dated 25-2-96 wherein it was alleged that he remained absent for 272 days during the year 1995 and has put in only 37 musters during the entire year 1995. The Petitioner workman has alleged that he was appointed as coal filler w.e.f. 1-9-95 and he was placed on probation for a period of 6 months. The office memo dated 28-12-95 shows that Petitioner was appointed as coal filler w.e.f. 1-9-95 notionally. He was to receive monetary benefit from 1-9-96 and he was placed on probation for 6 months with the condition that his confirmation and grant of SPRA will depend upon earning satisfactory report about his work, attendance and conduct. However, the charge sheet show that Petitioner was absent from 1/9 to 30/9, 1/10 to 31/10, 1/11 to 30/11 and 1-12 to 14/12 and again on 23rd, 26th of December, 1995. This prove that Petitioner after appointment as coal filler did not put in sufficient musters. Though he was on probation during those periods. Charge sheet was issued, but the enquiry proceeding book show that no reply was given by the Petitioner even after receiving the charge sheet. The Office Superintendent Sri Y. Krishna Murthy has stated before the Enquiry Officer that workman remained absent for 272 days during 1995, he put in only 180 musters during the year 1994, and 198 musters in 1993. One Sri S. K. Fareed, clerk has also deposed the same thing. What was the reason of the absence of the Petitioner during the year 1995 or why he did not attend to his duty during the period of probation has not been explained by the Petitioner. This shows that he was unwilling and careless workman. The Enquiry Officer has also given finding that the Petitioner remained absent for 272 days without any reasonable cause or reason. I fully agree with the finding of the Enquiry Officer since Petitioner was not a willing worker, he put in only 16 musters during 1-9-95 to 31-12-95 during period of his probation as such, the action of the management in dismissing the probationary from service can not be said to be arbitrary, illegal or unjustified. The action of the management is fully justified because the Petitioner workman was habitual absentee, he did not put in sufficient musters even during probation period. Point No. (I) is decided accordingly.

13. Point (II) : While discussing the point No. (I) this tribunal has come to the conclusion that Petitioner workman was a unwilling and careless workman, he did not put in sufficient musters during 1995, he put in only 37 musters and remained absent for 272 days without any leave or information to his superiors. He did not explain the reasons of his absence before the Enquiry Officer, the punishment imposed upon him is justified and proper. No interference is required in the case of the present workman and the workman is not entitled for any relief. Point No. (II) is answered accordingly.

14. In view of the above discussion, this petition deserves to be dismissed and is dismissed without costs. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, personal Assistant transcribed by her corrected by me on this the 23rd day of August, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses Examined for the Petitioner	Witnesses Examined for the Respondent
NIL	NIL

Documents Marked for the Petitioner

NIL

Documents Marked for the Respondent

NIL

नई दिल्ली, 4 अक्तूबर 2010

का.आ. 2717.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी.सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 65/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-10-2010 को प्राप्त हुआ था।

[सं. एल-22013/1/2010-आईआर (सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2717.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 65/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workmen, which was received by the Central Government on 04-10-2010.

[No. L-22013/1/2010-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HYDERABAD

Present :- Shri Ved Prakash Gaur,
Presiding Officer

Dated the 23rd day of August, 2010

Industrial Dispute No. 65/2005

Between :

The General Secretary,
(Sri Bandari Satyanarayana),
Singareni Collieries Employees Council,
Qtr. No. BCH-30, Vittalnagar
Godavarikhani - 505209 .... Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Division,
Mandamarri - 504231. ...Respondent

Appearances :

For the Peritioner : M/s. A. Sarojana, K. Vasudeva Reddy & V. Purnachander Rao, Advocates

For the Respondent M/s. P. A. V. V. S. Sarma & Vijaya Lakshmi Panguluri, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/258/2004-IR (CM-II), dated 4-10-2005 referred the following dispute under Section 10 (1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The schedule of reference is.

SCHEDULE

"Whether the action of the management of M/s. Singareni Collieries Company Ltd., Mandamarri Division in dismissing Shri Komaru Narayana, Coal Filler from services w.e.f. 22-2-1999 is legal and justified ?"

If not, to what relief the workman is entitled ?

The reference is numbered in this Tribunal as I.D. No. 65/2005 and notices were issued to the parties.

2. Claim statement has been filed by the Petitioner union stating therein that workman Sri Komaru Narayana was appointed on 22-1-97 as badli filelr. He became sick and was under treatment during the year 1998. He could not attend to his duties due to his sickness. Unfortunately management without considering the man days the workman spent on sickness on account of illness treated all his absent days as his absenteeism and a charge sheet dated 21-3-1998 was issued to the workman alleging therein that workman was habitually absent during the year 1998 without suffficient cause which is misconduct under clause 25.25 of the Company's Standing Orders.

3. On receipt of the charge sheet workman submitted his explanation on 19-8-98 pleading the reason for his inability to perform regular duties, but, without considering submission made by the workman a routine and mechanical enquiry was conducted wherein the workman was not given opportunity much less valid in nature. The Enquiry Officer proceeded with a pre-conceived notation as if workman has committed misconduct and he is liable to be inflicted with the punishment of dismissal from service. Enquiry Officer conducted lopsided enquiry and submitted his report holding the charges against the Petitioner workman to be proved. The Disciplinary Authority passed order of dismissal basing on the report

submitted by the Enquiry Officer vide order dated 17-2-99 w.e.f. 22-2-99.

4. Aggrieved by the above, workman approached the higher authorities but his please were not considered by the management. As such, he approached the union and conciliation proceeding was moved which resulted in failure, Regional Labour Commissioner (C), Hydrabad referred the matter to the Government of India and the Government has made this reference to this tribunal to adjudicate the following schedule of reference :

"Whether the action of the management of M/s. Singareni Collieries Company Ltd., Mandamarri Division in dismissing Shri Komaru Narayana, Coal Filler from services w.e.f. 22-2-1999 is legal and justified ?"

If not, to what relief the workman is entitled ?"

5. The union has challenged the proceeding on the ground that the enquiry was held in the language which was not known to the Petitioner. No proper opportunity was afforded to the Petitioner his signature was obtained on the proceeding book which was written in English, copy of relevant document was not given to the Petitioner, Enquiry Officer has not afforded opportunity to cross-examine the witnesses nor afforded opportunity to present the Petitioner's evidence. The said ground is mentioned in para 4 (i) to (x).

6. It has further been stated that assuming that the enquiry was conducted properly, punishment of dismissal is disproportionate for the charge of absenteeism. The workman was badli filler in the year 1997 he could not be regular due to his sickness. He is the sole bread winner in his family, as a result of his dismissal from service whole family members are facing financial hardship and starvation.

7. Petitioner was dismissed in the year 1999, he approached the Respondent management to reinstate him but the Respondent has not considered the case of the Petitioner though several other workmen were reinstated and re-employed by the management. The conciliation proceeding was moved in the year 2004 which ended in failure. Hence, the order of dismissal be set aside and Petitioner be reinstated.

8. Respondent has filed counter statement stating therein that Petitioner who was unauthorized absentee has approached this tribunal is not entitled for relief because he has remained unauthorizedly absent for several months altogether which is a serious misconduct and his case is covered by the case of Hon'ble Supreme Court in 'State of U.P. and others *Vs.* Ashok Kumar Singh and Another' reported in 1996 (1) SCC 302.

9. The workman was initially appointed as badli filler and continued as such, till the date of his dismissal. Charge-sheet was issued to him for his absenteeism in the year 1997 and not for the year 1998. Though the Petitioner filed explanation stating therein that he remained absent due to sickness but did not produce any document in support of his sickness.

10. A proper and fair enquiry was conducted, full and fair opportunity was afforded to the Petitioner who participated in the enquiry, principles of natural justice was observed during course of enquiry proceeding. The Petitioner examined himself before the Enquiry Officer. He stated that he was not regular in the year 1997 because under ground atmosphere was new to him. He frequently fell sick and took treatment in private hospital. He also pleaded guilty, did not produce any document in support of his sickness.

11. The Enquiry Officer submitted report on the basis of evidence produced by the management and the examination of the workman, he found that the charges against the workman were proved. The proceedings were made known to the Petitioner. He never challenged the proceeding before the Enquiry Officer.

12. The management has not committed any mistake because Petitioner has put in only 42 musters during the year 1995 and he put in 76 musters during the year 1998, as such, it can not be said that the punishment is disproportionate or shocking. There is no merit in the claim statement and Petitioner is not entitled for any relief.

13. Parties were directed to file evidence. Petitioner has filed xerox copy of the charge-sheet and his explanation dated 10-2-98, xerox copy of enquiry report, xerox copy of enquiry proceeding, charge-sheet and dismissal order.

14. Respondent has filed enquiry proceeding book containing charge-sheet, notice of enquiry to the workman, enquiry report consists of 4 pages and enquiry proceeding containing statement of management witnesses and charge-sheeted employee, enquiry report, punishment order.

15. It will be relevant to mention here that the Petitioner through his claim statement has challenged the legality and validity of the domestic enquiry and departmental proceeding in so many paragraphs of the claim statement. However, on 26-9-2008 Petitioner's counsel moved memo conceding the legality and validity of the domestic enquiry which was held to be legal and valid on the basis of the memo filed by the workman's counsel and the matter was posted for arguments under Sec. 11A of the Industrial Disputes Act, 1947.

16. Both the parties has filed written arguments and they have also made oral submissions. Learned Counsel for the workman has argued and submitted in their written arguments that workman was issued with the charge-sheet dated 21-3-98 wherein misconduct under company's Standing Orders No. 25.25 was given as follows :

"Habitual late attendance or habitual absence from duty without sufficient cause."

17. He has stated that on receipt of the said charge sheet the workman submitted his explanation dated 19-8-98 and pleaded that he was not well. During course of enquiry also workman categorically pleaded that under ground atmosphere is new to him and "I frequently fell sick. I took treatment in private hospital as company hospital is far away. Now, I am adjusted and I have realized my mistake, I assure that I shall be regular to my duties in future." This statement was mentioned in the report of the Enquiry Officer, but he has not considered the ground of absence of the Petitioner in his report in the proper prospective. He has further argued and has written in his written argument that having accepted the pleadings of the Petitioner, the Enquiry Officer has held, "the workman charged has not given sufficient cause for his absence from duty in the dates and period mentioned in the charge-sheet though he was given full and fair opportunity to defend his case in the enquiry." He has further argued that once the Enquiry Officer has not doubted the sickness of the Petitioner workman his absence could not be treated as absence without sufficient cause and thus, the imposition of the punishment of dismissal is disproportionate.

18. He has further argued that Disciplinary Authority has also not applied his mined to the facts of the workman's case and he has also passed a mechanical order without application of the mind . Learned Counsel for the workman has further argued that the case of the L & T Komatsu Ltd. Vs. N. Uday Kumar is not applicable in the present case because in the case of L & T Komatsu Ltd. Vs. N. Uday Kumar there were 15 proved misconducts. If this court comes to a conclusion that the termination order is illegal then, the reinstatement can be ordered with or without back wages in view of the pronouncement made by the Hon'ble Supreme Court in case law reported in (1999) 6 SCC 82 Ajaib Singh Vs. Sir Hind Co-operative Marketing, (2005) 12 SCC 141 i.e., Shahaji Vs. Executive Engineer, PWD. He has distinguished the caseof present workman with that of Ashok Kumar's case or Ashappa's case relied upon by Respondent's counsel and has pleaded that the dismissal order be quashed and Petitioner be reinstated with or without back wages.

19. Learned Counsel for the Respondent has submitted through written submission that the Petitioner was habitual absentee. He was simply badli filler i.e., a substitute, he could have become eligible for regularization as coal filler in case he would have performed 190 days attendance underground but he was simply a badli filler or substitute during the period of absence, he put in only 42 musters in 1997. From 1-1-98 to 31-12-98 he put in only 76 musters though no charge-sheet was issued for the year 1-1-98 to 31-12-98 but the absence of Petitioner even in the ear 1998 shown that he is a unwilling worker or he has not mproved his attendance even during the enquiry roceeding. This proves that Petitioner who was simply a adli filler was not willing to work underground. He himself as stated in his claim statement that the underground tmosphere is not conducive to him and that was the reason he fell sick and remained absent. Since Petitioner pleaded that he remained absent due to sickness it was his duty to apply for sick leave or any other type of leave during the period of his absence. The management witnesses were examined in the presence of Petitioner, he did not choose to cross examine those witnesrs. The workman himself has pleaded guilty as such the argument of the Learned Counsel for the workman that workman was sick and he took treatment from outside medical agency is neither acceptable nor it will create reasonable and sufficient ground for absence of the Petitioner because the Petitioner has not produced any medical certificate or not or any material regarding his absence from the duty.

20. He has further argued that the Petitioner was dismissed in the year 1999 but he raised the dispute in the year 2004 i.e., after 5 years after dismissal from the service and no reasonable ground has been made out by the workman for the condonation of delay. He has relied upon the case law reported in 'State of U.P. and others Vs. Ashok Kumar Singh and Another' reported in 1996 (1) SCC 302 and 2006 (5) SCC page 737 i.e. , Ashappa's and 2008 (1) SCC 224 in the matter of L &T Komatsu Ltd., Vs. No. Uday Kumar and 2006 (13) SCC, in the matter of Government of India Vs. George Philip, wherein the Hon'ble Supreme Court has held that absence from the duty is not only an act of indiscipline but also subversive to the work culture in the organization. He has argued that misconduct of habitual absence can not be termed as misconduct of minor or technical character". As held by Hon'ble Supreme Court of India in Ashappa's case reported in 2006 (5) SCC 737.

21. I have gone through the claim statement counter statement and documents placed by the parties and considered the argument of both the parties counsels. This tribunal has to consider :

(I) Whether the action of the management of M/s. Singareni Collieries Company Ltd., Mandamarri Division in dismissing the Sri Komaru Narayana, Coal filler from service w.e.f. 22-2-99 is legal and justified ?

(II) If not, to what relief the workman is entitled ?

22. **Point (I) :** In the present case the union has raised point that the management has illegally, arbitrarily and unjustifiably dismissed the badli filler, Sri Komaru Narayana from service though he explained before the management that he remained absent from duty due to his sickness. The management has categorically stated that though the workman has stated before the management that the workman was ill, he was new to the service, he was not used to underground work, he became sick. However, during course of enquiry, the proceeding book of which is before this tribunal, the Petitioner workman has stated that he is quite new to the job and underground atmosphere is new to him and he frequently fell sick and took treament in private hospital as company's hospital is far away. He has further pleaded that I plead guilty of the charges levelled against me and requested the management to excuse him

as his first mistake in the first year of his service. However, the management has stated that Petitioner did not work regularly even during the year 1998. He put in only 76 musters in the year 1998 though no charge sheet has been issued to the Petitioner for that year, but workman has not denied through rejoinder claim that he was not absent in 1998 though absence in the year 1998 can not be taken into consideration while imposing the punishment and even for this tribunal absence of the Petitioner in the year 1998 is not relevant. However, the Petitioner during course of enquiry or through his explanation did not identify to which disease he was suffering and what was the ailment to which he was suffering from Feburary, 1997 to December, 1997 and why he put only 42 musters during the entire period. Being new to the job in no excuse. When the Petitioner choose to work as badli filler it was known to him that he has to work underground. Once he accepted the job it was the bounden duty of the Petitioner to put up prescribed musters during the period he was a badli filler for whom 190 musters is compulsory. The Petitioner did not put in the prescribed number of musters during the year 1997 when he was simply a badli filler i.e., a substitute and not a regular employee. In that case it was the bounden duty of the Petitioner to remain regular to his duties. There is no merit in the argument of the Learned Counsel for the Petitioner that Petitioner has deposed before the Enquiry Officer that he was sick and he took treatment from the company,s private hospital and no cross examination was done by the Petitioner as such, the a verment made by the Petitioner before the Enquiry Officer must have been accepted by the Enquiry Officer as gospel truth. The Enquiry Officer has considered the statement or deposition made by the delinquent employee and has opined that the workman has not produced any evidence in support of his claim and his deposition given before the Enquiry Officer was not reasonable because he worked only 42 days in the year of his first appointment. He did not take care of informing the management about his absence from duty to report sick in the company's hospital. Thus, it can not be said that the Enquiry Officer has not considered the deposition made by the delinquent employee and he did not comply to the statement given by the workman before the Enquiry Officer.

23. The Enquiry Officer has applied his mind to the fact of the absence of the Petitioner from the duty during first year of his service who did not avail the services of the company's hospital, if he was sick he should have reported sick in the company's hospital and should have taken treatment from company's hospital, non-production of any medical certificate or medical prescription of any medical practioner and non-disclosure of name of thedisease goes to prove that the Petitioner has simply tried to cover his absence to be reasonable on the ground of false sickness to which he never suffered. Petitioner of this case has put in 42 musters during the year 1997, and has remained absent for remaining days of the year, he was simply a badli filler and not a regular employee, as such, the action of management to dismiss such substitute employee who did not care to attend to his duties regularly has not committed any illegality or unjustifiability.

24. The case law cited by Learned Counsel for the Petitioner workman is not applicable in the present case. the Petitioner has remained absent for a long period. his absence from the duty is not only an act of indiscipline. but was subversive to the work culture in the organization. The absence of the Petitioner workman. badli filler for such a long period can not be treated lightly and it was a grave misconduct. The action of management is justifiable and legal. Point No. (I) is decided accordingly.

25. **Point No. (II) :** From the discussion and conclusion of Point No. (I) this tribunal is of the opinion that Petitioner was simply a badli filler. he has not taken care to perform his duty regularly and seriously he was careless to his duties. as such. he does not deserve any sympathy and leniency. He is not entitled to any relief. Point No. II is answered accordingly.

26. Punishment imposed on the Petitioner workman is neither shocking to the conscience of a judicial mind nor is disproportionate to the misconduct committed by him. He deserves no sympathy and is not entitled for any relief. The reference is answered accordingly.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri. personal Assistant transcribed by her corrected and pronounced by me on this the 23rd day of August, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses Examined for the Petitioner	**Witnesses Examined for the Respondent**
NIL	**NIL**

Documents Marked for the Petitioner

NIL

Documents Marked for the Respondent

NIL

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2718.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ पोस्ट मास्टर जनरल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 6/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2010 को प्राप्त हुआ था।

[सं. एल-40012/85/2006-आईआर (डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2718.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 6 /2007) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chief Post Master General and their workmen, which was received by the Central Government on 4-10-2010.

[No. L-40012/85/2006-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. I. D. No. 6/2007

Shri Dina Nath, C/o D. R. Sharma, C/o Khoti No. 1646, Sector -7-C, Chandigarh

....Applicants

Versus

The Chief Post Master General, Pb Circle, Sandesh Bhawan, Sector-17, Chandigarh

...Respondents

APPEARANCES:

For the Workman : Shri Jagdeep Jaswal.

For the Management: Shri Ravinder Pal Singh.

AWARD

Passed on 27-09-2010

Government of India vide notification No. L-40012/ 85/2006-IR (DU), dated 15-01-2007 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following Industrial Dispute for adjudication to this Tribunal :-

> "Whether the action of the management of Chief Post Master General, Punjab Circle in terminating the service of their workman Shri Dina Nath w.e.f. 21-03-2006 is illegal and unjustified ? If not to what relief the workman is entitled to ?"

After receiving the reference, parties were informed. Parties were appeared and filed their respective pleadings. The case of the workman in nut shell is that he was appointed as Mali on daily waged basis by Shri Shyam Sunder Sharma the then Superintendent, Post Office, Chandigarh on 13-06-2003. His wages were paid under the ACG forms 17. His services were terminated on 21-03-2006. He has completed 240 days of work in the preceding year from the date of his termination. His services were terminated without notice or one month wages in lieu of notice and without payment of retrenchment compensation which makes his termination illegal and void abinitio being against the provisions of the Act. The workman has prayed for his reinstatement with all the benefits.

The management appeared and opposed the claim of the workman by filing written statement. The contention of the management is that he was purely on temporary basis and has no right to any post. As he was not entitled for the post no notice or retrenchment compensation was required as per provisions of the Act.

Both of the parties were afforded the opportunity for adducing evidence. Oral evidence of both of the parties was recorded. Management has also filed the documentary evidence which is on record. There is no dispute on the issue that workman has completed 240 days of work in every calendar year including the year preceding to the date of his termination. There is also no dispute on the issue that no notice or one month wages in lieu of notice and retrenchment compensation was paid to the workman prior to the termination of his services.

As per the mechanism adopted by this Tribunal the file was listed for conciliation proceedings in lok adalat. The management admitted that the termination was illegal and was ready for reinstatement of the workman on the same position from which he was terminated, meaning thereby, at the time of termination workman was a daily waged worker and the management was ready to reinstate the services of the workman as daily waged worker. But the workman refused on the request that he must be given permanent post and refused the offer of reinstatement. Thus, compromise could not took place and the file was listed for evidence of the parties. In his cross-examination the workman has stated that there was no post advertised in the newspapers. He was engaged by Shri Shyam Sunder Sharma. He was having the qualification to the post of Mali. It was admitted that he was a casual daily waged worker at the time of his termination.

Conciliation proceedings are the confidential proceedings. If conciliation fails the facts should not be disclosed. But there is exception to it. If the workman was offered what could be given by this tribunal, if his claim is allowed and the same is declined by the workman this not a confidential fact and the Tribunal may opt not to maintain the secrecy of this fact. The workman during arguments has again stated that he must be appointed against the substantial post as regular Mali. The public appointments are made as per certain rules. Admittedly workman was appointed as daily waged worker, Mali and for regular appointment he has also to appear before the authority as per the rules. He has to applied for the post and has to undergo the same procedure as a non-daily wager would

have been. If there is any policy for regularization of daily waged worker that policy has to be complied with by the department. It is not the case of the workman that policy regarding the regularization of the causal worker has been violated by the management. Just on the fact that workman has completed 240 days of work in the preceding year from the date of his termination the workman can not be considered to be the permanent employee (Mali) as a daily waged worker has no right to post.

Moreover, the provisions of Industrial Disputes Act protect the right of every workman for reinstatement of the workman on the same position from which he was terminated.The provisions of the Industrial Disputes Act does not confer any jurisdiction on the Tribunal to make appointment to public post. If the claim of the workman is considered and allowed as such, he will be entitled for reinstatement on the post from which he was terminated. The management of Post Office was ready to reinstate the workman on the same position but workman refused. It is a strange circumstance to prove that workman is gainfully employed and he does not require to serve the management on daily wages. It is also the circumstances to prove that workman was betterly placed then a daily waged worker and he only intend to done the job in the Post Office as permanent employee which is not possible under the law . Thus, no doubt, the management of Post Office was and is ready to take workman back as a causal worker on the post he was working before the termination but in my view the workman is gainfully emplyoed. He is not ready to join the post as daily waged worker. In my view he is not entitled for any relief being law fully employed. The claim of the workman accordingly dismissed on account of the workman being gainfully employed. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2719.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरदर्शन रिले सेन्टर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न.1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 61/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-10-2010 को प्राप्त हुआ था।

[सं. एल-42012/72/2009-आईआर (डीयू)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2719.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2009) of the Central Government Industrial Tribunal-cum-Labour Court, No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Doordarshan Relay Centre and their workman, which was received by the Central Government on 04-10-2010.

[No. L-42012/72/2009-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case I. D. No. 61/2009

Shri Roshan Lal, S/o Shri Umrao, R/o Street No. 9-B, Radha Swami Colony, Fazilka.

....Applicants

Versus

TheAssistant Engineer, High Power Transmeter, Doordarshan Relay Centre, Fazilka.

...Respondents

APPEARANCES

For the Workman : Shri Yogesh Kumar Aneja.

For the Management: Shri Dinesh Kumar Jangra.

AWARD

Passed on 27-09-2010

The Government of India vide notification No. L-42012/72/2009-IR (DU), dated 08-01-2010 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following Industrial dispute for adjudication to this Tribunal :-

> " Whether the action of the management of Assistant Engineer, High Power Transmeter, Doordarshan Relay Centre, Fazilka in terminating the services of Shri Roshan Lal, w.e.f. 18-01-2005 is legal and justified ? If not to what relief the workman is entitled to ?"

After receiving the reference, parties were informed. Parties appeared and filed their respective pleadings. On perusal of the pleadings of the parties the case of the workman in nut shell is that he has continuously worked with the management. He was appointed as Sewadaar on 27/28-02-1999 on the salary of Rs. 1,450 per month. he had worked up to 28-01-2005 continuously and had completed 240 days of work in the preceding year from the date of his termination. The services of the workman had been illegally and unlawfully terminated on 18-05-2005 without any notice,

one month wages in lieu of notice and without payment of any retrenchment compensation. Another person was engaged at his place after his termination against the provisions of the Industrial Disputes Act.

Management appeared and opposed the claim of the workman by filing written statement. Most of the facts narrated by the workman have been admitted that workman had worked continuously and had completed 240 days of work in the preceding year from the date of his termination.

Evidence of Both of the parties was recorded. The management was directed to file the entire records. In compliance of the order passed by this Tribunal entire records relating to workman has been filed. The management has also filed the circular order which was passed on the directions of Hon'ble the Apex Court regarding the conferring the temporary status to all the casual workers. It is alleged by the management that the circular letter no. 28/58/2002-S-II, dated July 26-06-2002 which is Ex. M2 in the file is not applicable in the case because the workman has not worked for the period mentioned in the circular letter.

I have heard the parties at length and perused the entire materials on record. On perusal of the record and on the cumulative effect of the oral and documentary evidence, I am of the view that workman had intermintently worked with the management. He has not continuously worked and had not completed 240 days of work in any of the calendar year. From the detailed list filed by the management which is exhibit M/A, filed in the Tribunal on 09-09-2010, it is evidently clear that the different workmen were engaged on different period on temporary basis. The same nature of work was carried on by different persons in rotation. I am unable to understand what had been the intention of the management to take the same and similar nature of work from the set of 4/5 workmen in rotation. From this list exhibit M/A. it is clear that work was continuously available and the same was discharged by 4/5 persons in rotation. The workman was disengaged after a particular period such as after March, 2000 and April 2000. He worked with the management from March 2001 to August 2001, and for rest of the period different persons were engaged for the similar nature of work. Again in September, 2001 Shri Rohan Kumar engaged for the Similar nature of work on the similar terms and conditions to discharge the same work. Thereafter, from October, 2001 to January 2002 other person was engaged for the same nature of work and on the same terms and conditions. Again in February 2002 the workman was engaged but in March 2002 another person Bahari Lal was engaged for similar nature of work on the same terms and conditions. In the year 2002 the workman was engaged four times . In February 2000 April 2000, August 2000 and December 2000 and in between other persons were engaged in rotation.It is the violation of the provisions of the Industrial Disputes Act. It is also the unlawful labour practice because the same was done to prevent the workman to complete 240 days of work in any of the calendar year, so that any of the workman who had worked in rotation could not claim any vested right under the Industrial Disputes Act.

Surprisingly, the management which is a Government Corporation is supposed to be very sensitized for the rights of the workers, has done so in violation of the rights of the workman. If the similar nature of work is available appointing the person for two months then give the chance to another person without any cause and reason is unlawful labour practice. If the work is continuoulsy available and there had been no problem with the work and conduct of the workman what tempted the management to terminate his services and give the chance to another person is not clear from the evidence. Moreover, the witness of the management has agreed that other persons were engaged after the termination of the services of workman for similar nature of work. Accordingly, the act of the management is unlawful labour practice and termination of the workman is against the provisions of the Industrial Dispute Act.

The management has also contended that workman is not entitled for the benefit of the circular letter mentioned above. I have gone through the circular letter.The workman had not worked during the period mentioned in the circular letter. But conferring the temporary status and regularization of the services are different matters and issues then the protection of right of the workman from illegal termination. Conferring the temporary status and regularization of the services of the workman are such issues which are within the domain of the management. It is not the case of the workman that his right regarding the conferring temporary status or regularization of the services has been violated. So, conferring temporary status and regularization of the services is not in issues before this tribunal. The issue before this Tribunal is the legality of the termination of the services of the workman as per the provisions of the Act.

No doubt, the workman had not completed 240 days in any of the calendar year because the management has deliberately restrained him by observing unlawful labour practice, but as after the termination of his services other persons were engaged, workman has right to reinstate on the same position on which he was working before his termination. Accordingly, the management is directed to reinstate the services of the workman on the same position subject to enhanced rates on which he was working prior to his termination. Considering the facts and circumstances of the case, the workman will not be entitled for the back wages. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 4 अक्तूबर, 2010

का.आ. 2720.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेन्डेन्ट ऑफ पोस्ट ऑफिसेस् के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1355/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2010 को प्राप्त हुआ था ।

[सं. एल-40012/49/2007-आईआर(डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th October, 2010

S.O. 2720.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1355/2008) of the Central Government Industrial Tribunal-Cum-Labour Court-1, Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of Superintendent of Post Offices and their workman, which was received by the Central Government on 4-10-2010.

[No. L-40012/49/2007-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case I.D. No. 1355/2008

Shri Shiwinder Singh S/o Shri Hakam C/o Shri R.K. Singh Parmar, L-211 Brari, PO. Partap Nagar, Nangal Dam, Ropar.

...Applicant

Versus

The Superintendent of Post Offices, Deptt. of Posts, Faridkot Division, Faridkot.

...Respondent

APPEARANCES

For the Workman : Workman in person

For the Management : Shri Makhan Singh

AWARD

Passed on : 27-9-10

Government of India vide Notification No. L-40012/49/2007-IR (DU), dated 18-01-2008 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :-

"Whether the action of the management of Senior Superintendent of Post Offices.Faridkot, in terminating the services of their workman Shri Shiwinder Singh w.e.f. 02-08-2000 is legal and justified? If not, to what relief the workman entitled to?"

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. The case of the workman in nut shell is that he was appointed by the management of postal department on 27-10-1999 as EDR.Village Barawali, Tehsil and District Mukatsar. His services were terminated without notice or one month wages in lieu of notice and without payment of retrenchement compensation on 01-08-2002. Even no reasons were disclosed for terminating his services. He has completed 240 days of work in the preceding year from the date of his termination. Numbers of persons were engaged and the posts are lying vacant but no heed was given to his request. His termination is void being against the provisions of the Act. On the basis of the above facts the workman has prayed for an order of this Tribunal declaring the termination order void and illegal and for a consequential order reinstating him in services with consequential benefits.

Management appeared and opposed the claim of the workman by filing written statement. It is contended by the management that workman was engaged twice on different posts as substitute from 28-10-1999 to 15-04-2000, he has worked as substitute of Shri Naib Singh, Shri Naib Singh was put off his duty during this period and at his place workman was engaged. Reinstating Naib Singh, workman was relieved on 20-04-2010. Again because of the sad demise of Shri Mohan Singh EDR, the workman was appointed as EDR, purely on temporaily basis as substitute. The wife of deceased Mohan Singh, Smt. Bimla Devi was appointed on compensatory grounds at the place of deceased Mohan Singh, so the workman was again relieved from the services on 01-08-2000. It is also contended by the management that workman has absolutely work as substitute on both of the occasinos.

Both of the parties were afforded the opportunity for adducing evidence. The workman filed his affidavit and he was cross-examined in camp court at Ferozepur. On behalf of the management one Shri Makhan Singh S/o Shri Kartar Singh, Superintendent, Faridkot filed his affidavit and was cross-examined by workman himself. The management has also filed both of the appointment letters given to the workman. During the cross-examination the workman has admitted that he was engaged twice but he has denied that he has worked as substitute. Regarding Smt. Bimla, the workman has admitted that Smt. Bimla was appointed on compensatory grounds at the place of his deceased husband Shri Mohan Lal.

I have heard the parties at length and perused the entire materials on record. On perusal of the entite materials on record. I am of the view that on both of the occasions the workman was appointed as substitute. His appointment was in exigency of work for which he was paid by the department. The rules relating to the appointment cannot be bye passed. On perusal of the materials on record, it is also clear that workman was appointed as substitute on both of the occasions. His appointment was different, of different status and on different posts.

Both of the appointments were not continuous and are different then the temporary appointment. Independently the workman has not worked 240 days in any of the posting and place. If it is considered that workman had completed 240 days even though no right accrue to him becaues, as stated earlier, public appointment have to be made as per the rules of the department and the same cannot be compromised. If such substitute appointment is considered to be regular appointment, it will open the new channel of appointment to the management. It is not permissible under the law. Accordingly, I am of the view that on both of the occasions Shri Shiwinder Singh was appointed as substitute. On previous occasion as soon as Shri Naib Singh joins the services were automatically terminated and rightly relived from the services.

Likewise, on second occasion as soon as Smt. Bimla Devi wife of deceased Shri Mohan Singh was appointed and joined on compensatory grounds, the workman was rightly relieved on 01-08-2010. As he was appointed on the vacant post vacated because of the said demise of Shri Mohan Lal no right to post of the workman accrue. Accordingly, the workman is not entitled for any relief. The reference is answered accordingly. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 5 अक्तूबर, 2010

का.आ. 2721.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 6/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2010 को प्राप्त हुआ था ।

[सं. एल-12012/179/04-आईआर(बी-II)]

पुष्पेन्दर कुमार, डेस्क अधिकारी

New Delhi, the 5th October, 2010

S.O. 2721.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2005) of the Central Government Industrial Tribunal/Labour Court-1, Chandigarh now as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of Indian Overseas Bank and their workman, which was received by the Central Government on 4-10-2010.

[No. L-12012/179/04-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case I.D. No. 6/2005

Shri Hakam S/o Shri Jagga, VPPO Baddowal, Ludhiana (Punjab).

...Applicant

Versus

The Chief Regional Manager, Indian Overseas Bank, Regional Office, Fountain Chowk, Ludhiana-141001

...Respondent

APPEARANCES

For the Workman : Shri Chander Kumar Jha

For the Management : Shri R.K. Chopra

AWARD

Passed on : 17-8-10

Government of India vide Notification No. L-12012/179/2004-IR (B-II), dated 27-12-2004 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :-

> "Whether it is a fact that Shri Hakam S/o Shri Jagga was engaged by the management of Indian Overseas Bank to Perform the duties of sweeper during the period from 01-10-1992 to 18-03-2004. If so, whether the action of the management in terminating the services of Shri Hakam w.e.f. 19-03-2004 is just and legal and what relief the workman entitled to?"

The plain reading of reference referred by the Central Government makes it clear that this Tribunal has to answer whether the workman was engaged and has performed his duties during the period w.e.f. 01-10-1992 to 18-03-2004?

The second part of the reference is whether the action of the management in terminating the services of Shri Hakam, the workman w.e.f. 19-03-2000 is just and legal?

After receiving the referene parties were informed. Parties appeared and filed their respective pleadings. The workman has contended in its statement of claim that he has worked as sweeper with the management from 01-10-1992 to 18-03-2004. He was getting Rs.1,200 per month. His services were terminated on 19-02-2004 without notice or one month wages in lieu of notice and without payment of lawful terminal dues. Juniors to the workman in the same category were retained in the services. He has completed 240 days of work in the preceding year from the date of his termination. Workman has prayed to declare is termination illegal being against the provisions of the Act and has requested for the order of his reinstatement into the services along with consequential benefits.

Management appreared and contested the claim of the workman by filing written statement. The management denied the contention of the workman discharging functions for 11 and half years and claimed that he has worked only for 63 days from 17-03-2003 to 18-03-2004. It is also denied by the management that he was paid wages as claimed. In evidence the management has admitted that the workman has worked from the year 2002 and not before. It is further contended by the management that services of the workman were not terminated but he has not reported for the duties on 20-03-2004. It is further more contended by the management that workman was temporarily engaged on causal basis. He was engaged itermitently having no right to post. He has not completed 240 days of work in the preceding year from the date of his termination, hence,no notice or one month wages in lieu of notice and terminal dues were required to be paid.

Parties were afforded the opportunity for adducing evidence. Workman filed his affidavit and was cross-examined in detail by the learned counsel for the management on two occasions.

Shri Amarjeet Singh, Senior Manager, Indian Overseas Bank filed his affidavit and he was cross-examined by the learned counsel for the workman. Documentary evidence has been filed by both of the parties. Parties were heared at length. In arguments the management has contended that workman was not engaged against any sanction post. He has no right for any post. His services were regularized. Before discussing the other contentions and issues raised by the management, it will be proper to clarify that these two categories of the workman are absolutely different. The person appointed purely on casual basis and another category of the persons appointed against the substantial post as per the rules of the department. It is true that causal worker has no right to post but I am not inclined to accept the contention of the management that rights of a causal worker are not protected under the provisions of the Act. The provisions of the Industrial Disputes Act protects the interest of every workman including the causal workers. The important interest and rights which are protected under the Industrial Disputes Act are protection against the illegal termination and protection for right to work on priority of retrenches. Moreover , the policy of first come last go has also to be adopted. Thus, the workman being a causal worker was entitled for the protection of the provisions of the Act subject to the limitations imposed by the Act itself. If the workman is able to prove that he has completed 240 days of work in the preceding year from the date of his termination, his right to continue with the work is protected by the Act unless not termination as per the provisions of the Act. The provisions of the Act does not bar the termination of a causal worker but regulates it. The termination is regulated in the sense that if the services of a casual worker are no more required, his services can be terminated by issuing one month notice or by payment of one month wage in lieu of notice and by payment of lawful terminal dues. If it is not done, the termination of a causal worker shall be illegal being againt the provisions of the Act.

The management has also tried to link the right of the protection of work as per the provisions of the Act with the regularization of the services of the workman. Regularization of the services of a causal worker is a prerogative of the management. That has to be done as per the provisions of the Act and as per the rules. The issue before this Tribunal is not the regularization of the services of the workman but regarding his illegal termination and his tenure of work. The workman has claimed to work with the management from 01-10- 1992 to 18-03-2004, whereas, the management has admitted in pleadings and evidence that workman has only worked from 2001-to 2004. It is contended by the management that during the year 2001 workman has worked only for 69 days, in the year 2002 he has only worked for 221 days in 2003 he has worked only 63 days and in Jan. & Feb. 2004 he has worked only for 58 days. The workman has filed copies of the certain letters which are the interdepartmental correspondence of the management. Exhibit W 3 is the letter written to Assistant General Manager by the Manager of the Branch on 09-06-1995 requesting to the Assistant General Manager for the recruitment of Mr. Hakam already working as sweeper on daily wages for the last 3 years. In this letter it is admitted by the management that Shri Hakam who is the son of employee of the same branch Smt. Bitto is working in the branch as sweeper on daily wages from last 3 years. During the complete cross-examination there is no explanation of this letter rather than is custody is challenged. At this stage this Tribunal cannot see from whose custody this

letter has filed. The Tribunal has to consider the genuinencess of the contents of this letter which is not denied and disputed. Likewise there are another letters dated 30-01-2002, 05-11-2002 and 17-12-2003 regarding the work and conduct of the workman and for his regular appointment in the branch. This Tribunal has no concern what steps were taken by the management for regular appointment of the workman but it has to determined whether the workman was working from 1992 or from 2001 as claimed Exhibit W8 is the copy of the statement of account of Shri Hakam which shows that he opened the account on 01-01-1993 and it run up to 12-02-2003. Exhibit W9 is a letter dated 12-07-1995 which also contains the name of Shri Hakam who is working as a temporary sweeper in the branch Boddhwal. There is another letter dated 01-05-1998 exhibit W10 which specifically mentioned that Shri Hakam is working as temporary sweeper since 1992. There is another letter dated 21-01-2004 regarding the recruitment of sweeper Hakam, the letter is Exhibited W11. This correspondence and the letter written by one officer to another absolutely proved that Mr. Hakam was working as temporary sweeper from 1992. One of the letter issued by senior manager is as follows:

> "We refer to various letters written by branch to recruit Mr. Hakam as part-time sweeper in the bank who has been performing the duties of sweeper since 01-10-1992 as daily wages. He is a very sincere and hard worker and is a very good help in recovery of loan accounts. Our NPA level could be brought to nearly NIL only because of his help. There is no permanent sweeper in the branch and branch is satisfied with his work. So we once again request for taking him on permanent basis as sweeper."

The entries in the saving bank account also prove his contention that he was working with the bank as sweeper from 1992. The fact of payment of bonus also proves and corroborates his contention. Thus, there is no doubt on the issue that Mr. Hakam was working as temporary sweeper from 1992 and the management has wrongly and falsely alleged that Hakam was working from 2001.

There has been one more contention of the management that Hakam was working on contract and he was paid contractual wages of rent of the generator. It is unlawful labour practice adopted by the bank that a temporary sweeper lawful engaged by the management has been paid wages in the name of rent of the generator. The management has failed to prove that Hakam, the workman, has been supplied by any contractor for the generator on rent to the management or his services regarding the generator were taken on rent. Thus, it was a paper arrangement made by the management to prevent the workman for exercising lawful rights accrue under the Industrial Disputes Act.

The management has claimed that workman has worked from 2001. The management has also filed vouchers w.e.f. March, 2001. In this regard, it is important to mention that both of the parties are at different footing. There is a disparity in socio-ecomomic conditions of the workman and the management. Management is always on strong footing. All the original documents were and are lying in the custody of the management and the management is at liberty to file those documents which favours his case. The duty of this Tribunal is to bring out grains from chef meaning thereby, from limited eveidence provided by the workman it has to be seen whether the management is misusing his position of domination further and to do justice accordingly?

From the above discussion, it is evidently clear that all the departmental correspondence were in the custody of the management. The witness who was cross-examined on behalf of the management, Shri Amarjeet Singh, has deposed on the basis of the documents and records. There is not an iota of evidence on record that the departmental correspondence filed by the workman are forged and fabricated. Meaning thereby, this fact was in the notice and knowledge of the management that workman has worked w.e.f. 1992. The documents of the management filed by the workman proves this contention beyond doubt. The management has taken vague pleas in its written statement and thereafter, has deposed falsely on oath. Thus, the witness of the management who deposed on oath in open court is also guilty of adducing false eveidence. The management is undoubtedly a Government undertaking. Recently,Central Government, Ministry of Law and Justice has unveiled a new policy to cut down on Government litigating. The policy states that Government must cease to be a compulsive litigant. The new litigation policy enjoins on those organization to think twice before resorting to litigating. The policy statement makes it clear that litigation not to be resorted for the sake of litigating and that false pleas and technical points will not be taken. The policy requires the Government to put place correct and relevant information's/facts. Nothing should be suppressed or attempt made to mislead the Court orTribunal. The policy also speaks much about the litigation relating to the service matters.

In this case knowing it well that the departmental correspondence relating to the workman Hakam makes it clear that he was working as temporary sweeper w.e.f. 1992, the management has taken a false plea deliberately to mislead the Court and to frustrate the provisions of the Industrial Disputes Act regarding the tenure of the workman. The management has tried to get its written statement amended and amended written statement file to reiterate the position that workman has only worked from 2001 to 2004, whereas, the documents of the management which are under custody of the management in natural course proves that workman was working w.e.f. 1992.

It is true that the Central Government, Ministry of Law and justice has unveiled the policy recently and one may consider it that this also may not have retrospective operation. Apart from this no license is given to any Government organization to raised the false pleas and adduced false evidence. The witness of the management Shir Amarjeet Singh has adduced on oath that workman has only worked from 2001 to 2004. He has also deposed on oath in open court that he is deposing on the basis of the records. The record which has been filed by the workman naturally lies in the custody of the management and there is no hesitation of this Tribunal to hold the witness has also the knowledge and notice of the documents filed and relied upon by the workman which are in the custody of the management Sub-section 3 of Section 11 of the Industrial Disputes Act provides that every Labour Court or Tribunal shall have the same powers as are vested in a Civil Court under the Code of Civil procedure, 1908. When trying a suit in respect of the following matters namely: –

(a) Enforcing the attendance of any person and examining him on oath.

(b) Compelling to produce all the documents;

(c) Issuing summons for the cross-examination of the witness;

In respect of such other matters as may be prescribed and every enquiry or inspection by a Board, Court, Labour Court or Tribunal shall be deemed to a judicial proceeding within the meaning of Section 193 and 228 of the Indian Penal Code (45 of 1860). Meaning thereby every procedure before this Tribunal is a judicial proceeding and the Presiding Officer while functioning under the provisions of this Act has jurisdiction of a Civil Court relating to the matters mentioned in Sub-section 3 of Section 11 of the Industrial Disputes Act. Recording of evidence is such an issue that this Tribunal has got the jurisdiction of a Civil Court mentioned in the Code of Civil Procedure and such proceedings are judicail proceedings.

Now, the question arise where the management deliberately tried to mislead the Tribunal to defraud with the Tribunal by concealing certain material facts and the witness of the management deliberately on oath gives false evidence, this Tribunal should kept mum and watch the proceedings helplessly or this Tribunal is empowered to take action according to Law against the officers who are responsible for misleading the Court and for adducing false evidence. As stated earlier, that the proceedings before this Tribunal are judicial proceedings and this Tribunal is having jurisdiction of a Civi Court while dealing with the case while recording evidence. The Civil Court has got power to take action against any person who deposed falsely on oath. In the present era where the Government of India and the system of judicial adminitration is trying to overcome with the problem of back log of the case such instance for defrauding and misleading the Court and give false evidence should not be tolerated and action according to law must be taken against the erroring officers.

There is a provision in the Industrial Disputes Act that the award is not be public before publication of the same by the Cental Government. Accordingly, action against the officers who has filed the written statement for misleading the Court and against Shri Amarjeet Singh who has given false evidence before this Tribunal shall be taken after the publication of the award.

The first part of reference has been answered by this Tribunal above that workman was working witht the management w.e.f. 1992 and not w.e.f. 2001 as claimed by the management.

Now, the question arises whether the workman has completed 240 days of work in the preceding year from the date of his termination. If the statement of the management witness is relied upon and the documents which have been filed by the management are considered the workman has completed 240 days in the preceding year from the date of his termination. Admittedly no notice or one month wages in lieu of notice and lawful terminal dues were paid to the workman before his termination which makes the termination of the workman illegal and void being against the provisions of the Act. Considering the conduct of the management and the settled principle of service jurisprudence that priority should be given for reinstatement of the workman into the service on the same position on which he was earlier working. I am of the view that reinstatement of the workman with full back wages is the remedy to be awarded to the workman. The reasons for reinstatement with back wages have been elaborately disclosed in the body of the award. Thus this reference is answered that workman was working w.e.f. from 1992 with the management as causal sweeper (paid daily wages). His termination was bad in law and illegal. He is entitled for reinstatement the services with full back wages. The management is accordingly directed to reinstatement into the services of the workman and paid the entire back wages within one month from the date of publication of the award.

As discussed in the body of the award lawful action under the relevant provisions of the Law shall be taken against the officers who have mislead this Tribunal by filing false written statement and against the person, who has deposed falsely on oath before this Tribunal after publication of the award. Let Central Government be approached for publication of award and thereafter file be place before me for taking lawful faction against the erring officers as disclosed in the body of Award.

G. K. SHARMA, Presiding Office

नई दिल्ली, 5 अक्तूबर, 2010

का.आ. 2722.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 305/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2010 को प्राप्त हुआ था ।

[सं. एल-12012/152/04-आईआर(बी-II)]

पुष्पेन्दर कुमार, डेस्क अधिकारी

New Delhi, the 5th October, 2010

S.O. 2722.—In pursuance of Section 17 of the Industrial Disputes Act. 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 305/2004) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure, in the Industrial dispute between the employees in relation to the Management of Central Bank of India and their workman, which was received by the Central Government on 4-10-2010.

[No. L-12012/152/04-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,-1, CHANDIGARH

Case I. D. No. 305/2004

Shri Dayal Singh S/o Shri Mewa Singh R/o No. 239, C/o Balaje Kariyana Store, Village Kajheri, P.O. Badheri (U.T.), Chandigarh.

...Applicant

Versus

The Zonal Manager,Central Bank of India, Zonal Office, Bank Square, Sector-17-B Chandigarh.

...Respondent

APPEARANCES

For the Workman : Shri Vijay Kumar Mangla

For the Management : Shri N. K. Zakhmi

AWARD

Passed on :- 20-9-2010

Government of India vide notifiction no. L-12012/152/2004-IR(B-II), dated 09-11-2004 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :—

> "Whether the action of the management of Central Bank of India, Chandigarh in terminating the services of Shri Dayal Singh, Ex-Peon-cum-Driver w.e.f. 24-10-2004 even without complying with the provisions of Sections 25-F, G & H of the ID Act, 1947 is just and legal? If not, what relief the concerned workman is entitled to and from which date?"

After receiving the reference, parties were informed. Parties appeared and filed their respective pleadings. The case of the workman in nut shell is that he was employed as Driver-cum-peon in the Central Bank of India SCO No. 58-59, Bank Square,Sector-17, Chandigarh since December 1991. He was employed on the assurances that on completion of 3 years his services will be regularized and he would be absorbed in the bank services on the post of Driver-cum-Peon as per the instructions issued by the Central Bank of India to all Zonal Offices dated 22-06-1998. He has worked as Driver with the bank with number of Chief Managers, Deputy General Managers and Additional Deputy General Manager's. There was no compliant against his work. The cheque for the wages of the workman were issued in the name of the Officer concern and the same were paid to the workman. After completion of 3 years, the workman requested the management to regularize his services. He also filed a civil writ petition before High Court of Punjab and Haryana and the High Court was kind enough to dispose of the petition with direction to pass a speaking order on the legal notice given by the workman to the management. Thereafter, the services of the workman were terminated on 23-10-2002. The termination order was further challenged before Hon'ble Court in the civil writ petition and the same was disposed off with the liberty to move the appropriate Forum for redressal of his grivances. The workman raised the industrial dispute and on failure of cociliation report, this reference.

On the basis of the above facts, the workman has prayed for setting aside the termination order and for a consequential order reinstating him into the services with all the consequential benefits.

The management of the bank appeared and opposed the claim by filing written statement. The employer and employee relationship between the management and the respondent bank were challenged stating that there had been no master servant relationship between the workman and the management. It was contended that as per the policy of the bank senior officers of the bank can engage any person as the personal driver and the payment made to the personal driver was reimbursed by the bank to the officers.

Both of the parties were afforded the opportunity for adducing evidence. Oral evidence was recorded, whereas, documentary evidence was filed by the management.

I have perused the entire materials on record. I have also heard the parties at length. The main issue before this Tribunal for adjudication is whether there had been the master-servant relationship between the workman and the management of the bank? The certificate issues and signed by the officers of the bank with whom the workman has claimed to work shows the workman as personal driver of the officers. Exhibit 12 A also proves that workman was driving the vehicle of bank officials as personal driver and not as a driver appointed by the management of the bank. The workman has failed to prove that he was issued any appointment letter by the management. It was stated by the workman that he was interviewed by the security officer. Security officer in no case is the appointing authority to Driver-cum-Peon. It is admitted by the workman that no appointment letter was issued to him. The workman has also admitted the contents of Exhibit W3 to W7 issued by the different AGM's of the bank. Regarding the payment of wages, it is also established that payment was made good by the concern bank officer and the same was reimbursed to the officer by the bank. Thus, neither the workman was engaged by the management of the bank nor paid wages by the management. He was not at all under the administrative control of the management of the bank.

As contended by the management of the bank that there is a scheme in the bank authorized certain categories of the officers to appoint personal driver for driving the vehicle provided by the bank. Certificate issued by the concern officers also proves it that workman was a personal driver of the officer and was not appointed by the bank. It is the settled law of service jurisprudence that personal driver appointed by the officer of the bank is not the employee of the bank. Thus, on the basis of the above discussion. I am of the view that there had been no employer-employee relationship between the management of the bank and the workman. Workman was a personal driver of the officer as per the policy of the bank. The policy permitting and allowing the officers of the bank to appoint the personal driver is not and cannot be subject matter of discussion before this Tribunal. Accordingly, workman is not entitled for any relief. The reference is accordingly answered. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 8 अक्तूबर, 2010

का.आ. 2723.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं इक्विन ब्रीडिंग स्टड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 7/2K9) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2010 को प्राप्त हुआ था।

[सं. एल-42012/267/2001-आईआर(सी एम II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th October, 2010

S.O. 2723.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2K9) of the Central Government Industrial Tribunal-cum-Labour Court No.-2, Chandigarh as shown in the Annexure, in the Industrial dispute between the Management of Equin Breeding Stud and their workmen, received by the Central Government on 8-10-2010.

[No. L-42012/267/2001-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT : Sri A.K. RASTOGI, Presiding Officer

Case No. I. D. 7/2K9

Registered on 10-08-2009
Shri Krishan Murari C/o the President, Distt. Agriculture Workers Union, Gali No. 9, House No. 371, Jawahar Nagar, Hissar

...Applicant

Versus

The Commandant, Equin Breeding Stud, Hissar

...Respondent

APPEARANCES :

For the Workman : Shri N.S. Chaudhary, Advocate

For the Management : Shri K.K. Thakur, Advocate.

AWARD

Passed on 27th September, 2010

Central Government *vide* Notification No. L-42012/267/2001-IR (CM-II) Dated 24-06-2009, by exercising its powers under Section 10 sub-section (1) sub-section 2(A) Clause (d) of the Industrial Disputes Act, 1947 has referred the following Industrial dispute for adjudication to this Tribunal :—

"Whether the action of the management of Commandant, Equin Breeding Stud, Hissar, in

terminating the services of their workman Shri Krishan Murari, w.e.f. 1-08-1999 is legal and justified? If not, to what relief the workman is entitled to ?"

The workman has raised an industrial dispute stating that he was duly selected and appointed as Beldar in the farm. He was being paid Rs. 117 per day by giving him temporary status, while he was entitled to Rs. 132 daily on the basis of regular employee of Group 'D' service. Several workmen through the Union had submitted a Demand Notice to the Assistant Labour Commissioner (Central), Faridabad, which annoyed the respondent and the latter, terminated the services of all the workers. They were not paid salary for the working days of July, 1999 and were denied work w.e.f. 1-08-1999 in violation of Section 25F, 25G, 25H, 25N and also 33(c) of the Act. Subsequently, respondent has taken back 37 workmen out of 47 who had filed demand Notices but workman was not taken into the service. The workman has claimed his reinstatement with continuity of service with full back wages.

The respondent did not file the reply and there appeared a prospect of settlement. The decision taking authority of the respondent, however, could not attend the Lok Adalat on 25-08-2010 so the matter was fixed for settlement on 29-09-2010.

On the date fixed the parties reached a settlement and filed a signed and duly verified Memo of Settlement (copy annexed). As per settlement, the workman on the condition of apologizing to the Commandant will be reinstated into service without any back wages but protection of seniority on the same terms and conditions as were applicable at the time of removal of workman will be available to him, the workman will maintain the discipline in the establishment and will not create any problem for the management and the reference be settled in the terms of settlement.

There is no evidence on the point that the action of the management of Commandant, Equin Breeding Stud, Hissar in terminating the service of their workman Sri Krishan Murari w.e.f. 1-08-1999 is legal and justified or not. However, in view of the settlement reached between the parties the workman is entitled to the relief of reinstatement without back wages; and protection of seniority on the same terms and conditions as were applicable at the time of termination of his services. The reference is answered and award is passed accordingly. Let two copies of award along with copy of Memo of settlement be sent to the Central Government for further necessary action after due compliance.

ASHOK KUMAR RASTOGI, Presiding Officer

ID No. 7/2K9 Krishan Murari V/s. The Commandant E.B.S. Hissar

The workman Krishan Murari along with his A/R Sh. Nihal Singh Choudary and Management Represented by Brigadier Sh. Jagvinder Singh along with A/R Sh. K.K. Thakur has settled the matter in the following terms:

1. That the workman on the condition of apologizing to the Commandant will be reinstated in the service without any back wages but protection of seniority on the same terms and conditions as were applicable at the time of removal of workman will be available to the workman.

2. The workman will maintain the discipline in the Establishment and will not create any problem for the management.

3. The Reference be settled in the terms of the above settlement.

Signed and verified by the parties before me

Sd/-
Presiding Officer

Sd./-	Sd/-
(Krishan Murari)	(Brig. Jagvinder Singh)
Workman	Management
Sd./-	Sd./-
(N.S. Choudhary)	K.K. Thakur
A/R for workman	A/R the management

नई दिल्ली, 8 अक्तूबर, 2010

का.आ. 2724.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 3/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2010 को प्राप्त हुआ था ।

[सं. एल-22011/23/2008-आईआर(सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th October, 2010

S.O. 2724.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 8-10-2010.

[No. L-22011/23/2008-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 30th September, 2010

Present : A.N. Janardanan, Presiding Officer

Industrial Dispute No. 3/2009

(in the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Food Corporation of India and their Workman)

BETWEEN

Sri K.V. Ananthanarayanan : 1st Party/Petitioner Union

Vs.

1. The General Manager : 2nd Party/1st Management
Food Corporation of
India, Regional Office,
5/54, Greams Road
Chennai-600006

2. The Managing Director : 2nd Party/2nd Management
Food Corporation of
India, 16—20, Barakhamba
Lane, New Delhi-110001

3. The Executive Director : 2nd Party/3rd Management
(South) Food
Corporation of India,
Zonal Office, 3,
Haddows Road
Chennai-600006

APPEARANCE:

For the 1st Party/ Petitioner : Sri K.V. Ananthanarayanan, Authorised Representative

For the 2nd Party/ Management : Sri M. Imthias

AWARD

The Central Government, Ministry of Labour *vide* its Order No. L-22011/23/2008-IR(CM-II) dated 13-08-2008 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the demand of the claimants (as per list enclosed), who retired under Voluntary Retirement Scheme launched by the Food Corporation of India (Chennai), for payment of notice pay as per scheme is legal and justified? To what relief are they entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 3/2009 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim Statement, Amended Claim Statement. Counter Statement was filed by the 3rd Respondent which was adopted by 1st and 2nd Respondents, Reply to the Counter Statement was filed by petitioners.

3. The Claim Statement contentions briefly read as follows:

The petitioners 50 in number through the authorized first petitioner submit that the VRS (Voluntary Retirement Scheme) to the Officers of FCI was introduced as per Headquarters Circular No. EP-01-2004-16 dated 29-06-2004 under Clause-IV(2) of which competent authority "may make the payment of notice period of 3 months or for the remaining period of notice period and may accept the request of voluntary retirement from any date before the notice period". In the prescribed proforma it is clearly stated that " I agree to receive the 3 months notice pay (Pay+D.A.) in lieu of notice period. I may be relieved immediately". The above provisions were adopted from similar provisions furnished by Ministry of Heavy Industries and Public Enterprises *vide* their OM dated 5-05-2000 and 8-12-2000 as well as Item-14 of the Ministry's guidelines to the effect that they would be entitled to exgratia alongwith the notice period pay. The petitioners in the ID opted for the VRS on 1-07-2004 and other dates and were to be relieved immediately/2-08-2004 in accordance with Clause-IV(2) Circular dated 29-06-2004 and Column-7 of the application prescribed by headquarters on categorical assurance by the Respondent regarding payment of notice pay (Pay+D.A.) in lieu of notice period if the petitioners are relieved from services before the expiry of the notice period. The application was duly accepted and the acceptance was communicated on 19-07-2004 and the employees were relieved from services w.e.f. 2-08-2004/16-07-2004 (FN) and other dates as in Annexure-B. In the orders it had been categorically specified that the relieved officials are entitled to the payment of notice pay as per Clause-IV (2) of the above circular. The Respondents completely ignored the clarifications of the Heavy Industries and Public Enterprises and the headquarters directives and circular dated 29-06-2004 and the commitment made in the relief order of the Zonal Manager dated 19-07-2004 and the assurance of the District Manager, Vellore. Instated of paying the notice pay from date of relief to 30-09-2004 an equivalent sum each was recovered from the petitioners' VRS compensation. Thus petitioners are put to double jeopardy. In cureing the decision a refund of amount recovered has been effected. Notice pay has still to be and settled. Recovered amount alone released. The petitioners are put to great harm in many ways due to refusal to pay the notice pay. They find it difficult to meet both ends with no pensionery benefits except a paltry pension of Rs.1,000 or less under Employees Pension Scheme, 1995.

In spite of repeated requests the issue was not settled. Then an ID was raised which having failed the reference is occasioned. The Respondents have already admitted in principle the claim for notice pay as is evident from their own communications issued. It is prayed that Respondents may be directed to pay notice pay due to them with interest @ 15% from the date of relief till date of payment.

4. A separate Claim Statement on behalf of 50th petitioner was also filed incorporating the same contentions who stood added as per Ministry's addendum dated 20-08-2009 of the even number reference.

5. The contentions in the Counter Statement bereft of unnecessary details are as follows:

The FCI headquarters *vide* circular dated 29-06-2004 stipulted that their regular/permanent employees may seek VRS giving 3 months notice in writing within the prescribed time limit, which the compentent authority may accept with the payment of notice period of 3 months or for the remaining period of notice period from any date before the expiry of notice period. FCI as per clarification dated 02-08-2004 i.e. on the date of relief of VRS optee of the petitioner made clear that the employee who opted for VRS with immediate effect without requisite notice would not be eligible for notice pay. The petitioner as per his application dated 1-7-2004 under Column-7 requested that he may be relieved on 2-08-2004. Column-7 of VRS application states as follows "agree to receive 3 months notice pay (pay+D.A.) in lieu of notice period. I may be relieved of the services immediately or I hereby give 3 months notice for voluntary retirement. I may be relieved of the services on expiry of notice period". In the Board of Directors of the FCI held on 25-03-2004 for introduction of the VRS it is taken into consideration that FCI not being a profit making organization is to adopt the revised scheme of VRS on par with that in Gujarat. Ministry of Heavy Industries and Public Enterprises issued clarifications on various issues relating to above scheme as per their OMs dated 8-12-2000, 3-05-2001, 6-11-2001, 28-02-2002 and introduced the scheme of VRS in FCI. The Claim Statement contentions are contrary to the above scheme. Despite FCI circular dated 29-6-2004 as per its fax dated 2-08-2004 it is clarified that VRS optees with immediate effect without giving requisite notice would not be eligible for notice pay. The clarification is mandatory and binding on the 2nd and 3rd Respondents who acted accordingly. Respondent has not ignored any clarification of the Ministry dated 5-05-2000 or 8-12-2000. The VRS was introduced in FCI since OM dated 5-05-2000 and 8-12-2000 have been nullified. Respondents have not acted illegally. The petitioner was for his immediate relief and 2nd and 3rd Respondents acted according to the directions of the 1st Respondent. It is not correct to say that Respondents have released the VRS compensation amount consequent on the waiver of notice period and amount released by the Respondents is the amount recovered earlier from the VRS optees towards notice pay for the unexpired notice period on receipt of the representations from the individual concerned and not the notice pay as stated by the petitioner. Petitioners for immediate relief under the VRS are not entitled to notice pay, hence settling of notice pay is not possible. The Respondents have followed statutory provision of the VRS and he has not been paid notice pay, he is not entitled to any relief.

6. The Reply Statement contentions in a nutshell are as follows:

The Respondents cannot take asylum under the fax message dated 2-08-2004 said issued by the Head Quarters. Acting on the promise in the circular dated 29-06-2004 that the employees would be eligible for notice pay, the employees opted for VRS accepting which they were relieved on 2-08-2004 or other dates by relieving order dated 19-07-2004 which in itself finds categorically stated regarding the entitlement to notice pay under Clause-IV(2) of the circular dated 29-06-2004. The fax message has not been issued prior to the relief of the petitioners nor the same was communicated to the petitioners. The same cannot bind the petitioners, being issued after the relief of the petitioners. The circular dated 5-05-2000 and 8-12-2000 is applicable to enterprises making marginal profits or loss making enterprises. As such that they are applicable to profit making enterprises is not correct and petitioners have not made any statement contrary to that. FCI is supposed to adhere to the clarification that in the event of acceptance of retirement of employees on spontaneous basis, employees would be entitled to ex-gratia and notice pay. Clarifications in the fax message dated 2-08-2004 cannot have any application to the petitioners. The Respondent cannot go back from their commitment making a reference to fax message dated 2-08-2004 issued after the relief of the petitioners. The instructions of the Ministry of Heavy Enterprises cannot be nullified by the departments. The decision of the High Court of Chhattisgarh in Nilkanth P.D. Sharma Vs. FCI (2005-Lab -I C-3382) that Voluntary Retirement Scheme was not a proposal or an offer but merely an invitation to treat and applications filed by the employees construed an offer is intact relied on by the Respondents. Hence the offer of VRS should have been accepted in full or rejected in toto. Denial of notice pay is not justified is illegal, illogical against natural justice and fair play. Hence the claim for notice pay with interest 15% per annum from the date of relief to the date of actual payment of notice pay for the delay in settlement of notice pay to the petitioners.

7. The evidence consists of the oral evidence of WW1 and Ex. W1 to Ex. W5 on the petitioner's side. On the Respondent side, no oral evidence was adduced but Ex. M1 to Ex. M3 were marked.

8. Points for consideration are :

4049 GI/10-28

(i) Whether the demands of the claimants as per the list enclosed retired under VRS for payment of notice pay is legal and justified?

(ii) To what relief the concerned workmen are entitled?

Points (i) & (ii)

9. The crux of the referred dispute is whether the claimants, 50 in number, originally 49 including the 1st petitioner, later added by one making it 50 are entitled for payment of notice pay as per VRS Scheme as a legal and justifiable demand. Heard both sides and perused the written arguments submitted by the petitioners. Their case is that as per the Head Quarters Circular No. E.P-01-2004-16 dated 29-06-2004. Clause-IV(2) the aspirants for VRS may be entitled to notice pay. In the prescribed proforma at Col. 7 it is made clear that notice pay is payable in lieu of notice period for immediate relief. Accordingly on 1-07-2004 and other dates applications for being relieved immediately/2-08-2004 were submitted which have been accepted by the Food Corporation of India duly communicating thereof on 19-07-2004 and subsequent dates and they were relieved from the services w.e.f. 16-07-2004/ 2-08-2004 and other dates. In the relieving orders also the entitlement to notice pay was specifically made clear. But instead of making the payment of notice pay recovery of an equivalent amount was made from theVRS compensation paid which on intervention of Union was released still depriving the notice pay payable from the date of relief to 30-09-2004 AN. The claim for notice pay is admitted by the Respondents in principle. As per the decision of the High Court of Chhattisgarh in Neelkanth P.D. Sharma *Vs.* Food Corporation of India (2005-Lab-IC-3382) an offer should be accepted in its letter and spirit and is to be accepted in toto or rejected in toto. Hence Respondents should not have denied notice pay accepting a part of the offer which is unjust and illegal. The reliance by Respondents in the fax message dated 2-08-2004 actually not issued on 2-08-2004 but issued on 6-08-2004 is one after the relief of the employees on 2-08-2004 or on earlier dates. The fax message had not been communicated to the employees. In the proforma in Col. -7 it reads as follows "I agree to receive the 3 months notice pay in lieu of notice period", "I may be relieved immediately". The other option is "I hereby give 3 months notice for voluntary retirement. I may be relieved of the services on expiry of the notice period". The said profoma is an integral part of the Circular dated 29-06-2004. The Circular is incomplete without the proforma. The petitioners have exercised the 1st choice entitling them to the notice pay in lieu of notice period. Hence denial of notice pay is arbitrary. The rule should be read as a whole. It is trite on that point. The Circular dated 5-05-2000 and 8-12-2000 of Ministry of Heavy Industries. DPE are applicable to entreprises making marginal profits or loss making entreprises. So they are not applicable to profit making entreprises. Petitioners have no claim or statement contrary to that. FCI Management is supposed to adhere to the clarification issued by the Ministry and also their guidelines that in case of acceptance of retirement of employees on spontaneous basis, the employees would be entitled to ex-gratia with notice pay.

10. The contentions on behalf of the Respondents are that persons seeking VRS have to give 3 months notice under Clause-4(2) of Circular (Ex.M2). Admittedly petitioner examined as WW1 has not given notice of that duration. Therefore it is only the discretion of the Respondent whether to waive notice period or not. Under Clause 7 of the Circular there are two options. It is within the power of the Respondent even to reject an application for valid reasons. What was contemplated in applications being given immediately is only to know how many employees are forthcoming. For the applicability of the condition as to notice or notice pay it is mandatory that there is issuance of notice on either side. So notice pay is not to be given. It is especially on the petitioners to prove the eligibility criteria in the Circular to entitle them for notice pay. Going by the version of the 1st petitioner examined as WW1 it is clear that he has not given 3 months notice. The claim is for payment of notice pay for the unexpired period of notice of 3 months. As per the Circular under Clause-4(2), 3 months notice must be given for VRS. His claim is that even if 3 months notice is not given he is eligible for VRS. WW1 has further deposed that individual eligibility particulars regarding notice pay have not been given. So also copies of proforma filed by all petitioners or particulars about how many days notice pay is due, etc. have not been filed.

11. Discernibly the challenge is now against the fax message dated 02-08-2004 by which the claim of the petitioners for notice pay is curtailed. I find much force in the arguments on behalf of the petitioners that when application for VRS constitutes and offer and the same is accepted giving rise to a concluded contract the same should be implemented in toto either by rejecting it in toto or accepting it in toto. The arguments on behalf of Respondents are not convincing or reliable and are therefore not apt to be countenanced. After having led the petitioners to act upon the Circular dated 29-06-2004 which assures notice pay for the notice period or the unexpired portion of notice period the same cannot be rejected later. Here the same is denied to the petitioners which is much against justice and fair play rather than being illegal and illogical. Hence they are entitled to the claim and the demand for notice pay is only legal and justified. While this forum is now only concerned with the eligibility aspect of the matter the arguments on behalf of the Respondents that the petitioners have not filed individual eligibility particulars about notice pay or copies of proforma filed by all of them or shown the duration of the notice period or the unexpired portion of the notice period for which notice pay is due and payable are not tenable. Here a decision is to rest on

on the sustainability or otherwise of the demand for payment of notice pay as reference of general importance in relation to the VRS Scheme introduced by the Food Corporation of India, whether as being legal and justified. The answer is in the affirmative.

12. The reference is answered in favour of the petitioners.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th September, 2010).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/ Petitioner Union	:	WW1 Sri K.V. Ananthanaryanan
For the 2nd Party/ Management	:	None

Documents Marked:—

On the petitioner's side

Ex. No.	Date	Description
Ex.W1	-	293 TH meeting of the Board of Directors, Food Corporation of India, New Delhi dated 25-03-2004
Ex. W2	-	Head Quarters Circular No. E.P.-01-2004-16 dated 29-06-2004 (E.P./14(1) dated 29-06-2004 of Food Corporation of India, New Delhi
Ex. W3	-	Application for VRS prescribed by Head Quarters The Food Corporation of India, New Delhi
Ex. W4	-	Application dated 01-07-2004 submitted by Mr. K.V. Ananthanarayanan, Asstt. Manager (A/Claim Statement) Ad-hoc accepting the Special Voluntary Retirement Scheme introduced vide Head Quarters Circular No. E.P.-01-2004-16 dated 29-06-2004 (E.P./14(1) dated 29-06-2004 of The Food Corporation of India, New Delhi
Ex. W5	-	Office order No. 40/2004/VRS Cell/Z.O. (S) dated 19-07-2004 of the Zonal Manager(South), Food Corporation of India, Zonal Officer (South), Chennai -6, accepting the voluntary retirement of Mr. K.V. Ananthanaryanan. Asstt. Manager (A/Claim Statement) Ad-hoc from the services of the Food Corporation of India

On the Management's side

Ex. No.	Date	Description
Ex. M1	-	Xerox copy of the list of 49 VRS optees with details
Ex. M2	29-06-2004	Xerox copy of the FCI Head Quarters Circular No. E.P.-01-2004-16 regarding Voluntary Retirement Scheme
Ex. M3	02-08-2004	Xerox copy of the fax regarding the FCI Head Quarters clarifications.

नई दिल्ली, 11 अक्तूबर, 2010

का.आ. 2725.—जबकि मैसर्स ब्रेथवेट एण्ड कं. लि. कोलकाता [कोलकाता क्षेत्र में कोड संख्या डब्ल्यूबी/268 और 369 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27 कक के परिशिष्ट-क में वर्णित छूट की शर्तों का उल्लंघन किया है और कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) [एतदुपरान्त अधिनियम के रूप में संदर्भित] की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा दी गई छूट को निरस्त किए जाने की पात्र है ।

2. जबकि उक्त प्रतिष्ठान को उक्त अधिनियम की धारा 17(1) (क) के अंतर्गत छूट देने संबंधी एक अधिसूचना 17-10-1957 को भारत के राजपत्र में प्रकाशित की गई थी ।

3. जबकि इस प्रतिष्ठान को 3 मार्च, 2010 को एक अवसर दिया गया था कि नोटिस की प्राप्ति के 15 दिनों के भीतर इस कारण बताओ नोटिस का उत्तर दें और उनके 22-03-2010 के उत्तर (मंत्रालय में 9-4-2010 को प्राप्त हुआ) की पड़ताल करने पर इसे संतोषजनक नहीं पाया गया ।

4. अब केन्द्र सरकार एतद्द्वारा, उक्त अधिनियम की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त प्रतिष्ठान को स्वीकृत छूट तत्काल प्रभाव से निरस्त करती है ।

[सं. एस-35017/7/2010 एस.एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 11th October, 2010

S.O. 2725.—Whether M/s. Braithwaite & Co. Ltd. Kolkata [under Code No. WB/268 & 369 Kolkata region] (hereinafter referred to as the establishment) has violated

the conditions of exemption delineated in Appendix-A of Para 27AA of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a notification dated 17-10-1957 granting exemption under Section 17 (1)(a) of the said Act to the said establishment was published in the Gazette of India.

3. Whereas the establishment has been given an opportunity on 3rd March, 2010 to file its reply to the Show Cause Notice within 15 days of the receipt of Notice and after examining their reply dated 22-03-2010 (received in the Ministry on 9-04-2010) in consultation with Central Provident Fund Commissioner, it has been found that the same is not satisfactory.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the said Act the Central Government hereby cancel the exemption granted to the said establishment with immediate effect.

[No. S-35017/7/2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 11 अक्तूबर, 2010

का.आ. 2726.—जबकि मैसर्स विक्ट्री आयरन वर्क्स लिमिटेड, हावड़ा [पश्चिम बंगाल क्षेत्र में कोड संख्या डब्ल्यूबी/408 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा स्वीकृत की गई छूट को निरस्त करने के लिए आवेदन किया है ।

2. जबकि उक्त प्रतिष्ठान को उक्त अधिनियम की धारा 17(1) (क) के अंतर्गत 1 अगस्त, 1952 से प्रभावित छूट देने संबंधी एक अधिसूचना संख्या पीएफ/509/डब्ल्यूबी/आरसी/आई एण्ड एस(5) दिनांक 12 नवम्बर, 1953 को भारत के राजपत्र में प्रकाशित की गई थी ।

3. और जबकि अब सरकार के नोटिस में आया है कि इस प्रतिष्ठान ने 31-08-2004 से अपनी छूट को अभ्यर्पित कर दिया है और अब यह कोई कार्यकलाप नहीं कर रहा है ।

4. अब केन्द्र सरकार एतद्द्वारा, उक्त अधिनियम की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त प्रतिष्ठान को स्वीकृत छूट 31-08-2004 से निरस्त करती है ।

[सं. एस-35017/1/2007 एस.एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 11th October, 2010

S.O. 2726.—Whether M/s. Victory Iron Works Limited, Howrah [under Code No. WB/408 West Bengal region] (hereinafter referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1)of Section 17of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a notification No. PF/509/WB/RC/I&S(5) dated 12th November, 1953 granting exemption w.e.f. 1st August, 1952 under section 17(1) (a) of the said Act to the said establishment was published in the Gazette of India.

3. And whereas now it has come to the notice to the Government that the establishment has surrendered its exemption with effect from the 31-08-2004 and it is no longer carrying on any activity.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the said Act the Central Government hereby cancels the exemption granted to the said esatablishment with effect from the 31-08-2004.

[No. S-35017/1/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 12 अक्तूबर, 2010

का.आ. 2727.—राष्ट्रपति, श्री किशोरी राम को 1-10-2010 से केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय संख्या -2, धनबाद के पीठासीन अधिकारी के रूप में 65 वर्ष की आयु पूरी होने अर्थात् 30-09-2010 तक अथवा अगले आदेशों तक, जो भी पहले हो, नियुक्त करती है ।

[सं. ए-11016/09/2009-सीएलएस-II]

अनिमेश भारती, निदेशक

New Delhi, the 12th October, 2010

S.O. 2727.—The President is pleased to appoint Shri Kishori Ram as Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad w.e.f. 1-10-2010 (F.N.) for a period up to 30-09-2015 i.e. till attaining the age of 65 years or until further orders,whichever is earlier.

[No. A-11016/09/2009-CLS-II]

ANIMESH BHARTI, Director

नई दिल्ली, 18 अक्तूबर, 2010

का.आ. 2728.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 नवम्बर, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78,

79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध गुजरात राज्य के नाना महुवा, मावडी एवं रइया गाँव, जिला राजकोट की संपूर्ण राजस्व, नगरपालिका एवं ग्राम पंचायत सीमाओं में प्रवृत्त होंगे ।

[सं. -एस-38013/40/2010-एस.एस.I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 18th October, 2010

S.O. 2728.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employee State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2010 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act, shall come into force in the Revenue, Municipal and Gram Panchayat limits of Nana Mahuva, Mavdi and Raiya Village of Rajkot District in the State of Gujarat.

[No. S-38013/40/2010-S.S.I]

S.D. XAVIER, Under Secy.

नई दिल्ली, 18 अक्तूबर, 2010

का.आ. 2729.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 नवम्बर, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध कर्नाटक राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

क्र.सं.	राजस्व ग्राम का नाम नगरपालिका सीमाएं	होबली	तालुक	जिला
1	2	3	4	5
1.	बाले वीरन हल्ली	बिडदी	रामनगर	बेंगलूर
2.	शानमंगला	बिडदी	रामनगर	बेंगलूर
3.	अब्बनकुप्पे	बिडदी	रामनगर	बेंगलूर
4.	बनंदूर	बिडदी	रामनगर	बेंगलूर
5.	मरचनायकनहल्ली	बिडदी	रामनगर	बेंगलूर
6.	भीमनहल्ली	बिडदी	रामनगर	बेंगलूर

[सं.-एस-38013/39/2010-एस.एस.-1]

एस.डी.जेवियर, अवर सचिव

New Delhi, the 18th October, 2010

S.O. 2729.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2010 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act, shall come into force in the following areas in the State of Karnataka namely:—

Sl. No.	Name of the Revenue Village or Municipal Limits	Hobli	Taluk	District
1	2	3	4	5
1.	Baleveeranahalli	Bidadi	Ramanagara	Bangalore
2.	Shanamangala	Bidadi	Ramanagara	Bangalore
3.	Abbanakuppe	Bidadi	Ramanagara	Bangalore
4.	Banandur	Bidadi	Ramanagara	Bangalore
5.	Marchanayakana Halli	Bidadi	Ramanagara	Bangalore
6.	Bhimanahalli	Bidadi	Ramanagara	Bangalore

[No. S-38013/39/2010-S.S.-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 19 अक्तूबर, 2010

का.आ. 2730.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालय को, जिनके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्द्वारा अधिसूचित करती है:—

क्षेत्रीय कार्यालय, श्रम ब्यूरो, चेन्नई ।

[सं. ई-11017/1/2006-रा.भा.नी.]

के. एम. गुप्ता, आर्थिक सलाहकार

New Delhi, the 19th October, 2010

S.O. 2730.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended 1987) the Central Government hereby notifies following office under the administrative control of the Ministry of Labour and Employment, at least 80% Staff whereof have acquired working knowledge of Hindi :—

Regional Office, Labour Bureau, Chennai.

[No. E-11017/1/2006-RBN]

K. M. GUPTA, Economic Advisor

Printed by the Manager, Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054